CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 NE 19th Avenue
North Miami Beach, FL 33162
Tuesday, July 15, 2025
6:00 PM

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

Interim City Manager Andrew Plotkin

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**
3. **PLEDGE OF ALLEGIANCE**
4. **REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO THE AGENDA**
5. **PRESENTATIONS / DISCUSSIONS**
   - **5.1. Hurricane Preparedness Update (NMB Police Department)**
   - **5.2. Special Presentation Recognizing Mario A. Diaz (Mayor Michael Joseph, Esq. and Commissioner Fortuna Smukler)**
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 June 17, 2025 (Andrise Bernard, MMC, City Clerk)

9.2. Regular Commission Meeting Minutes of June 17, 2025 (Andrise Bernard, MMC, City Clerk)

9.3. Regular Commission Meeting Minutes of June 26, 2025 (Andrise Bernard, MMC, City Clerk)

9.4. Resolution No. R2025-73 Approving Contract with Multiple Vendors for the Purchase and Installation of Office Furniture (Shereece George-Depusoir, Chief Procurement Officer)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE USE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES, MIAMI-DADE COUNTY, OMNIA PARTNERS AND EQUALIS GROUP NATIONAL COOPERATIVES CONTRACTS FOR THE ANNUAL PURCHASE AND INSTALLATION OF FURNITURE; FOR AN ESTIMATED ANNUAL BUDGETED AMOUNT NOT TO EXCEED $450,000; 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; AND PROVIDING FOR AN EFFECTIVE DATE.

9.5. Resolution No. R2025-89 Approving a Grant Award for the FY 2022 Edward Byrne Memorial Justice Award for NMB Police Department (Juan Pinillos, Chief of Police)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE POSTING OF THE FY 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT, BY THE UNITED STATES BUREAU OF JUSTICE ASSISTANCE, IN THE AMOUNT OF $25,652.00 FOR THE GRANT PERIOD OF OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2025; 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. R2025-90 Authorizing the City Manager to Execute a Grant Agreement with FEMA and FDEM for the Acquisition of a Standby Generator for the Norwood Water Treatment Plant (Hamid Nikvan, NMB Water Director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) FOR THE ACQUISITION OF A STANDBY GENERATOR FOR THE SOUTH HIGH SERVICE PUMPS AT THE NORWOOD WATER TREATMENT PLANT, UNDER GRANT AGREEMENT #4673-208-R (FEMA Project 677);

AUTHORIZING THE CITY MANAGER TO ACCEPT THE GRANT FUNDING AND TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

9.7. Resolution No. R2025-91 Approving a Budget Amendment to Allocate Matching Funds for the FEMA Hazard Mitigation Grant Project for the Norwood Water Treatment Plant (Tarik Rahmani, Interim Deputy City Manager)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2024-2025 ADOPTED BUDGET TO ALLOCATE MATCHING FUNDS FOR THE FEMA HAZARD MITIGATION GRANT PROJECT FOR THE NORWOOD WATER TREATMENT PLANT GENERATOR PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

9.8. Resolution No. R2025-92 Approving a Purchase Order with Eaton Corporation for the Purchase of Two Electrical Transfer Switchgear Systems (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 EATON CORPORATION FOR THE SOLE SOURCE PURCHASE OF TWO ELECTRICAL TRANSFER SWITCHGEAR SYSTEMS IN AN ESTIMATED BUDGETED AMOUNT OF $233,070.00, 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.

9.9. Resolution No. R2025-93 Approve a Purchase Order for SCADA Software Configuration and Integration Services with Trihedral Inc. (Hamid Nikvan, NMB Water Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE SINGLE QUALIFIED RESPONSIVE AND RESPONSIBLE RESPONDENT TO REQUEST FOR PROPOSALS RFP-2025-018 ENGINEERING CONSULTING SERVICES FOR TEXAS U-TURN ROADWAY PROJECT; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CTS ENGINEERING, INC., AND, IF NEGOTIATIONS ARE UNSUCCESSFUL, TO RESOLICIT THE PROJECT.

9.10. Resolution No. R2025-94 Authorizing a Purchase Order for Meters and Registers With Core & Main (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 CORE & MAIN FOR THE SOLE SOURCE PURCHASE OF METERS AND REGISTERS IN A BUDGETED AMOUNT NOT TO EXCEED $67,703.00, 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. R2025-95 Establishing a Merchant/Business Association Program (Commissioner Phyllis Smith)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, TO ESTABLISH A MERCHANT/BUSINESS ASSOCIATION CREATION PROGRAM TO ENCOURAGE AND STIMULATE ECONOMIC GROWTH IN THE CITY; AND AUTHORIZING THE INTERIM CITY MANAGER TO DESIGNATE FUNDS TO PAY FOR GRANTS TO ELIGIBLE APPLICANTS FOR FORMATION AND OPERATION OF MERCHANT AND INDUSTRY-BASED ASSOCIATIONS AND; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

9.12. Resolution No. R2025-96 Approving Revisions to the Traffic Calming Manual Policy (Kerlyne McHenry, Interim Public Works Director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, TO APPROVE REVISION OF THE CITY OF NORTH MIAMI BEACH TRAFFIC CALMING MEASURES MANUAL TO UPDATE CERTAIN POLICIES AND PROCEDURES REGARDING RESIDENT BALLOTING AND CRITERIA FOR BYPASS OF RESIDENT APPROVAL MEASURES; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

9.13. Resolution No. R2025-97 Authorizing Public Works to Address Urgent Traffic Concerns by Implementing Certain Traffic Calming Measures (Kerlyne McHenry, Interim Public Works Director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, TO AUTHORIZE THE PUBLIC

WORKS DEPARTMENT TO ADDRESS URGENT TRAFFIC CONCERNS BY IMPLEMENTING CERTAIN TRAFFIC CALMING MEASURES; AND PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

9.14. Resolution No. R2025-98 Directing Staff to Research for Claiming Uncollected Community Development Block Grant Funds from Miami Dade County (Commissioner Lynn Su)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, DIRECTING CITY STAFF TO RESEARCH AND IDENTIFY ANY UNCLAIMED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM MIAMI-DADE COUNTY; AND DIRECTING THE INTERIM CITY MANAGER TO COORDINATE RESEARCH AND COLLECTION EFFORTS; AND PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

9.15. Resolution No. R2025-99 Approving and Authorizing an Agreement with Miami Dade County to Provide Water Safety Education and Instruction Services Under the Zero Drownings Miami Dade Program (Ian Fors, Interim Parks and Recreation Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF NORTH MIAMI BEACH TO PROVIDE WATER SAFETY EDUCATION AND INSTRUCTION SERVICES UNDER THE ZERO DROWNINGS MIAMI-DADE PROGRAM; 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.

9.16. Resolution No. R2025-100 Authorization for the Interim City Manager to Negotiate a Memorandum of Understanding with the State Attorney's Office (Commissioner Lynn Su)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING PARTNERSHIP WITH THE MIAMI-DADE COUNTY STATE ATTORNEY'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.

9.17. Resolution No.R2025-101 Approving a Change Order to the Contract with Sprypoint Services, Inc. for Billing and Customer Service Modernization 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 SPRYPOINT SERVICES, INC., FOR BILLING AND CUSTOMER SERVICE MODERNIZATION SERVICES; INCREASING THE CONTRACT BY AN ANNUAL AMOUNT NOT TO EXCEED $241,851; 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.

9.18. Resolution No. R2025-102 Approving a Change Order to the Purchase Order with Caballero, Fierman, LInera & Garcia, LLP., for Extended Financial Reporting Assistance (Tarik Rahmani, Interim Deputy City Manager)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A CHANGE ORDER TO THE PURCHASE ORDER CABALLERO, FIERMAN, LLENERA & GARCIA, LLP., INCREASING THE TOTAL BUDGETED EXPENDITURE BY $100,000.00 FOR THE EXTENDED FINANCIAL REPORTING ASSISTANCE; 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.

9.19. Resolution No. R2025-103 Approving a Budget Amendment to Increase the Purchase Order with Caballero Fierman Llerena & Garcia, LLP for Fiscal Year 2024 Audit Support (Tarik Rahmani, Interim Deputy City Manager)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2024-2025 ADOPTED BUDGET TO INCREASE THE PURCHASE ORDER WITH CABALLERO FIERMAN LLERENA & GARCIA, LLP (CFLG)

FOR FISCAL YEAR 2024 AUDIT SUPPORT; FOR THE ANNUAL AUDIT; AND PROVIDING AN EFFECTIVE DATE.

9.20. Resolution No. R2025-104 Approving a Contract Amendment with CBIZ CPA'S P.C. for External Auditing Services (Tarik Rahmani, Interim Deputy City Manager)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH CBIZ CPAS P.C. INCREASING THE ESTIMATED ANNUAL EXPENDITURE BY $60,000.00 FOR THE PURCHASE OF EXTERNAL AUDITING 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.

9.21. Resolution No. R2025-105 Approving Task Order No.2 to Develop a 20-Year Capital Improvement Plan for the City's Water and Wastewater Systems with Kimley-Horn (Hamid Nikvan, NMB Water Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A TASK ORDER FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DEVELOPMENT OF A 20-YEAR CAPITAL IMPROVEMENT PLAN FOR THE CITY'S WATER AND WASTEWATER SYSTEMS IN AN AMOUNT NOT TO EXCEED $143,350.00, WITH KIMLEY-HORN & ASSOCIATES, INC. 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.

9.22. Resolution No. R2025-106 Approving a Contract with Andrew Plotkin as Interim City Manager (Andrew Plotkin, Interim City Manager)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING AND APPROVING A CONTRACT FOR THE INTERIM CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

9.23. Resolution No. R2025-107 Expressing Opposition to the Proposed Miami Dade County 159th Street Expansion Project

(Commissioners Phyllis Smith and Lynn Su)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, EXPRESSING OPPOSITION TO THE PROPOSED MIAMI-DADE COUNTY ROAD WIDENING PROJECT ALONG NW 159TH STREET; RAISING CONCERNS RELATED TO LAND USE, PUBLIC SAFETY, ENVIRONMENTAL IMPACT, AND COMMUNITY PRESERVATION; URGING MIAMI-DADE COUNTY TO HALT FURTHER ACTION ON THE PROJECT UNTIL FULL COMMUNITY INPUT IS OBTAINED AND IMPACTS ARE ADEQUATELY ADDRESSED; PROVIDING FOR TRANSMITTAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

9.24. Resolution No. R2025-108 Expressing the City's Intent to Utilize Miami-Dade County's Certified Small Business Enterprise (SBE) Program (Commissioner Lynn Su)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, EXPRESSING ITS INTENTION TO UTILIZE MIAMI-DADE COUNTY'S CERTIFIED SMALL BUSINESS ENTERPRISE (SBE) PROGRAM TO ENCOURAGE AND SOLICIT SMALL BUSINESS PARTICIPATION IN CITY PROCUREMENT; DIRECTING THE CITY'S PROCUREMENT MANAGEMENT DEPARTMENT TO COORDINATE SUCH EFFORTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

10. QUASI-JUDICIAL

10.1. Resolution No. R2025-109 Approving the Vacation of Portions of a Public Right-of-Way (Zafar Ahmed, Community Development Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE VACATION OF PORTIONS OF AN ORIGINALLY DEDICATED PUBLIC RIGHT-OF-WAY CONSISTING OF A 10 FOOT WIDE UNIMPROVED ALLEY, 0.153+/- ACRES, SITUATED IN THE STATE OF FLORIDA, COUNTY OF MIAMI-DADE, LYING IN SECTION 21 TOWNSHIP 52 SOUTH, RANGE 42 EAST, BEING PART OF ARCH CREEK HIGHLANDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 3 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND BEING FURTHER BOUNDED AND DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN, PROVIDING FOR FINDINGS OF FACT; CONFIRMING

EXPIRATION AND LIMITATION OF APPROVAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

10.2. Resolution No. R2025-110 Consideration to Approve a Site Plan Application, Conditions and One Variance for the Construction of Two Ten Story Multi-Family Buildings Between NE 140th Street and North Highland Drive (Zafar Ahmed, Community Development Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING OF A DEVELOPMENT SITE PLAN APPLICATION WITH CONDITIONS, AND ONE (1) VARIANCE FOR THE CONSTRUCTION OF TWO TEN (10) STORY MULTI-FAMILY BUILDINGS WITH A TOTAL OF NO MORE THAN 293 RESIDENTIAL DWELLING UNITS, ONE NINE (9) LEVEL PARKING STRUCTURE WITH 419 SPACES, AND ASSOCIATED AMENITIES, GENERALLY LOCATED EAST OF NE 20TH PLACE BETWEEN NE 140TH STREET AND NORTH OF HIGHLAND DRIVE, AND A VARIANCE FROM SECTION 24-58.4 (J) TO ALLOW A MAXIMUM BUILDING HEIGHT OF 121 FEET 8 INCHES (10 STORIES) FOR BOTH THE NORTHERN AND SOUTHERN BUILDINGS; PROVIDING FOR FINDINGS OF FACT; CONFIRMING EXPIRATION AND LIMITATION OF APPROVAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

11. LEGISLATION

11.1. Ordinance No. 2025-02 (Second Reading) Code Amendment to Allow For Only Property Owners to Open Water and Sewer Accounts and Establish Recurring Minimum Charges (Hamid Nikvan, NMB Water Director)

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH (NMB), AMENDING CHAPTER XIX, ENTITLED "WATER AND SEWERS" OF THE CITY CODE OF ORDINANCES, SPECIFICALLY AMENDING SECTION 19-4 ENTITLED "WATER AND SEWER DEPOSITS", SECTION 19-9 ENTITLED "DEFINITIONS", SECTION 19-10.1 ENTITLED "APPLICATION, TERM; CHANGE OF OWNERSHIP; TURN-ON REQUESTS", SECTION 19-11.3 ENTITLED "CONSUMER RATES-METERED", SECTION 19-16 ENTITLED "TURN-ON AND SHUT-OFF; CURB COCK TO BE USED BY CITY", SECTION 19-17 ENTITLED "LEAKS AND WASTE", SECTION 19-20 ENTITLED "MISCELLANEOUS PROVISIONS", SECTION 19-31 ENTITLED "RATES AND CHARGES"; PROVIDING FOR PROPERTY OWNER WATER ACCOUNTS AND BILLING CONTINUITY; PROVIDING

FOR CONFLICTS, SEVERABILITY, AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.2. Ordinance No. 2025-03 (Second Reading) Amending Guidelines for Appointments of the Economic Development Commission (Commissioners McKenzie Fleurimond and Phyllis Smith)

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 SECTION 2-49.7 ENTITLED "GUIDELINES FOR APPOINTMENTS" OF THE ECONOMIC DEVELOPMENT COMMISSION OF THE CODE OF ORDINANCES; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

11.3. Ordinance No. 2025-06 (First Reading) Amending Water and Sewer Impact Fees (Hamid Nikvan, NMB Water Director)

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH (NMB), AMENDING CHAPTER XIX, ENTITLED "WATER AND SEWERS" OF THE CITY CODE OF ORDINANCES, SPECIFICALLY AMENDING SECTION 19-11.2 ENTITLED "INSTALLING, REPAIRING, READING, TESTING, FEE WHERE SEAL BROKEN", SECTION 19-12.2 ENTITLED "DELINQUENT ACCOUNTS; SHUTTING OFF WATER", SECTION 19-15.8 ENTITLED "ANNUAL INSPECTION, TEST, CHARGES", SECTION 19-16 ENTITLED "TURN-ON AND SHUT-OFF; CURB COCK TO BE USED BY CITY", SECTION 19-22 ENTITLED "ADDITIONAL CHARGE FOR EXPANSION AND UPGRADING OF CITY'S WATER FACILITIES", SECTION 19-23 ENTITLED "FIRE FLOW DEMAND CHARGE ON NEW BUILDINGS AND CONVERSIONS", AND SECTION 19-31 ENTITLED "RATES AND CHARGES" TO REVISE THE SECTION TITLE AND TO UPDATE THE MISCELLANEOUS FEES AND THE CONNECTION CHARGES FROM NEW DEVELOPMENTS DUE TO UPDATES IN NMB WATER'S CAPITAL IMPROVEMENT PLAN; PROVIDING FOR CONFLICTS, SEVERABILITY, AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.4. Ordinance No. 2025-07 (First Reading) Unsolicited Proposals Process (Shereece George Depusoir, Chief Procurement Officer)

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF CITY OF NORTH MIAMI BEACH, FLORIDA, ESTABLISHING A PROCEDURE FOR RECEIVING, ACCEPTING, AND EVALUATING UNSOLICITED PROPOSALS FOR QUALIFYING PROJECTS PURSUANT TO FLORIDA STATUTES § 255.065; PROVIDING DEFINITIONS; ESTABLISHING REQUIREMENTS FOR REVIEW,

PUBLIC INTEREST DETERMINATION, COMPETITIVE SOLICITATION, PROFESSIONAL REVIEW, AGREEMENT EXECUTION, AND CONFIDENTIALITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

11.5. Resolution No. R2025-111 Establishing the Proposed Millage Rate for the Levying of Ad Valorem Taxes for the Fiscal Year 2025-2026 (Sheron Stewart, Budget Administrator)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ESTABLISHING THE PROPOSED MILLAGE RATE FOR THE LEVYING OF AD VALOREM TAXES FOR THE CITY OF NORTH MIAMI BEACH FOR FISCAL YEAR 2025-2026 COMMENCING OCTOBER 1, 2025. THE CALCULATED "ROLLED-BACK" RATE, AND THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND PUBLIC BUDGET HEARINGS AS REQUIRED BY LAW; DIRECTING THE CITY CLERK AND CITY MANAGER TO TRANSMIT THIS RESOLUTION WITH THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY PURSUANT TO THE REQUIREMENTS OF SECTION 200.065, FLORIDA STATUTES, AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE FOR THE STATE OF FLORIDA; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

11.6. Resolution No. R2025-112 Approving the Qualified Firm for RFP-2025-018 Engineering Consulting Services for Texas U-Turn Roadway Project With CTS Engineering Inc. (Shereece George-Depusoir, Chief Procurement Officer)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE SINGLE QUALIFIED RESPONSIVE AND RESPONSIBLE RESPONDENT TO REQUEST FOR PROPOSALS RFP-2025-018 ENGINEERING CONSULTING SERVICES FOR TEXAS U-TURN ROADWAY PROJECT; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CTS ENGINEERING, INC., AND, IF NEGOTIATIONS ARE UNSUCCESSFUL, TO RESOLICIT THE PROJECT.

12. BUSINESS TAX RECEIPTS - None

13. APPOINTMENTS

13.1. Appointing Commissioner Daniela Jean as Vice Mayor effective September 1, 2025 (Andrise Bernard, MMC, City Clerk)

13.2. Appointing Juana Thomas to the Commission on Aging Senior Citizens Advisory Board (Andrise Bernard, MMC, City Clerk)

14. **MISCELLANEOUS ITEMS - None**

15. **DISCUSSION ITEMS**

    15.1. **Sustainability Initiatives (Commissioner Lynn Su)**

    15.2. **Health Insurance Renewal (Jacob Newman, Interim Human Resources Director)**

    15.3. **Water Revenue Loss Analysis and Findings (Hamid Nikvan, NMB Water Director)**

    Engineering Report and Recommendations.pdf

    15.4. **Budget Update (Tarik Rahmani, Interim Deputy City Manager)**

    15.5. **City Attorney (Commissioner Lynn Su)**

    15.6. **Karl J. Anderson v. The City of North Miami Beach, et al., Case No.: 1:24-CV-24949 (Attorney Joseph Geller, Greenspoon Marder LLP)**

    For discussion and possible action. Subject to Commission vote to amend the agenda to add this item.

16. **CITY MANAGER'S REPORT**

    16.1. **Miami Gardens v North Miami Beach - Weekly Settlement Claims Administration Progress Update (June 2025)**

    16.2. **NMBPD Monthly Report (June 2025)**

    16.3. **NMB Water Updates & Highlights (July 2025)**

    16.4. **Capital Improvement Program (CIP) Portfolio Dashboard**

    16.5. **Washington Park Update**

    16.6. **Update from Centennial Committee**

    16.7. **Elected Officials Security Measures**

    16.8. **Boards and Committees Oversight**

17. **CITY ATTORNEY'S REPORT- None**

18. **CITY COMMISSION REPORTS**

19. **MAYOR'S DISCUSSION**

20. **NEXT REGULAR CITY COMMISSION MEETING**

    Monday, September 8, 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:	July 15, 2025

RE: Commission Conference Minutes of June 17, 2025 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Commission Conference Minutes of June 17, 2025

CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 N.E. 19th Avenue
North Miami Beach, FL. 33162
Tuesday, June 17, 2025

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

Interim City Manager Andrew Plotkin

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 5:07pm.

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

The Mayor and Commission presented a proclamation recognizing Post Traumatic Stress Disorder (PTSD) Awareness Month.

The Mayor and Commission presented a proclamation recognizing Willie Proffit.

Interim Assistant City Manager and Chief of Staff Marline Monestime announced that a private donor will be sponsoring an NMB Jazz Club.

Interim Assistant City Manager and Chief Financial Officer Tarik Rahmani presented a Fiscal Year 2025-2026 budget projection including taxable values, millage rates and valuation comparisons, debt millage rate history, revenues and expenditures, rate studies, and the general fund reserve.

ADJOURNMENT

The Commission Conference was adjourned at 6:04pm.

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:	July 15, 2025

RE: Regular Commission Meeting Minutes of June 17, 2025 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND ANALYSIS: None.

RECOMMENDATION: Approval.

FISCAL/ BUDGETARY IMPACT: None.

ATTACHMENTS:

Description

- June 17 2025 Minutes

CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 N.E. 19th Avenue
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Tuesday, June 17, 2025

Mayor Michael Joseph
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Commissioner Lynn Su

Interim City Manager Andrew Plotkin

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 6:22pm.

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

INVOCATION by Pastor Rey Martinez of Church House of Praise.

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 Office of the City Manager, a presentation regarding hurricane preparedness will be withdrawn.

Per the request of Commissioner Su, Resolution R2025-69 and Resolution R2025-71 will be pulled from the Consent agenda and moved to Legislation.

Per the request of Commissioner Jean, Resolution R2025-73 will be deferred to the next Commission Meeting.

Per the request of Commissioner Smith, Resolution R2025-77 will be pulled from the consent agenda and heard before the quasi-judicial item.

Per the request of Vice Mayor Chernoff, the process for selecting a new City Manager will be heard first among the Discussion items.

Per the request of Commissioner Su, Resolution R2025-83 will be deferred to the next Commission meeting.

Per the request of Commissioner Jean, Resolution R2025-84 will be deferred to a future date.

Per the request of Commissioner Su, the American Rescue Plan Act (ARPA) updates will be moved from Discussion and moved to Presentations.

A resolution regarding a Commission Meeting recess for the month of August will be added to the Consent Agenda.

A resolution regarding the 159th Street Expansion Program will be added.

Per the request of Commissioner Su, a Discussion item regarding Virtual Access and Accessibility to Meetings will be added.

A resolution rescheduling the September 16, 2025 Commission Meeting to September 8, 2025 will be added.

Motion to **approve** to keep Resolution R2025-83 on the agenda and move it to the first item under Legislation made by Vice Mayor Chernoff, seconded by Commissioner Smith.
Voice Vote: **MOTION PASSED 6-1** with Commissioner Su opposed.

Motion to **approve** the Commission Meeting agenda as amended made by Commissioner Jean, seconded by Commissioner Su.
Voice Vote: **MOTION PASSED 6-1** with Commissioner Smukler opposed.

PRESENTATIONS/DISCUSSIONS

Chief Financial Officer Tarik Rahmani discussed the American Rescue Plan Act (ARPA) funding that the City received and allocate and provided a compliance and reconciliation update.

Miami-Dade County Tax Collector Dariel Fernandez appeared before the Mayor and Commission and discussed available services.

Commissioner Smukler discussed the City trolley service, routes, and contracts.

PUBLIC COMMENT

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

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

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

1. Yevgeny Fridkin
2. Marilyn Anderson
3. Louise Harkness
4. Gilda Gevis
5. Nancy Arnett
6. Ruth Ogen
7. Dianne Doolity
8. Loreen Hackman
9. Maria Echevarria
10. Eileen Damaso

11. Norman Axelman
12. Leslie Sardinia
13. Barbara Kramer
14. Whitney Padote
15. Mercedes Quintero
16. Emily Ponce
17. Christine Snelgrove
18. Bobbye Farino
19. Collis Stoner Williams
20. Elena Keith
21. David Zapen
22. Maria Hauck
23. Mubarak Kazan

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

ANNOUNCEMENTS

Jasmine Joseph of the Communications Department announced the upcoming Juneteenth event, 151st Street station community outreach workshop, Farm Share food distribution, senior luncheon, Golden Passport event, Hurricane Expo, UMC mobile health clinic, DMV on-site visit, and Peruvian cultural festival.

CITY COMMISSION REPORTS

Commissioner Fleurimond thanked everyone for speaking during Public Comment, expressed condolences regarding the recent incident in Minnesota, and discussed boards and committees interacting with City departments.

Commissioner Jean expressed condolences regarding the recent incident in Minnesota, recognized Caribbean American Heritage Month, discussed the Golden Passport transportation service, praised the Police Department and talked about her ride-along experience, announced the upcoming hurricane preparedness event, discussed the 159th Street forum, the start of summer camp, bus shelters, and ARPA funding, recognized Juneteenth, and talked about a sponsorship deck for the centennial celebration.

Commissioner Smith thanked everyone for speaking during Public Comment, discussed the need for speed bumps and stop signs, talked about educating senior citizens on hurricane preparedness, stated that Coastal Waste should attend the next meeting regarding 159th Street, and discussed animal safety on July 4th and the importance of learning how to swim.

Commissioner Smukler stated that the North Miami Beach Library will begin working with the Alliance for Aging and SHINE program.

Commissioner Su discussed conducting a forensic audit regarding the ARPA funding and giving more power to City boards and committees, thanked everyone for speaking during Public Comment and talked about the possibility of virtual participation, thanked the Miami-Dade County Property Appraiser and Tax Collector offices and Commissioner Marleine Bastien for bringing services to the City, discussed the 159th Street forum and the ending of fluoridation in the City water, announced her upcoming neighborhood voices event and the UMC free clinic, talked about hurricane season, and recognized Juneteenth and July 4th.

Vice Mayor Chernoff thanked everyone for speaking during Public Comment, congratulated Ian Fors of the Parks and Recreation Department regarding the birth of his child, thanked Miami-Dade County Commissioner

Marleine Bastien concerning the 159th Street project, announced the upcoming Farm Share food distribution, congratulated Omarr Nickerson and Commissioner Smukler for their roles with the Miami-Dade League of Cities, and discussed a City ordinance about blowing lawn debris, the recent incident in Minnesota, swale and street damage caused by the gas company, and photos of former mayors in the Commission Chambers.

Mayor Joseph thanked everyone for speaking during Public Comment and mentioned the upcoming Juneteenth event and mobile county services at the City.

CONSENT AGENDA

Commission Conference Minutes of May 20, 2025

Regular Commission Meeting Minutes of May 20, 2025

Special Commission Meeting Minutes of June 9, 2025

Resolution R2025-67 Purchase of a Portable CCTV System for Routine and Emergency Inspections of Sewer Lines (Hamid Nikvan, NMB Water Director)
A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A PIGGYBACK CONTRACT BETWEEN THE CITY AND CUES, INC. FOR THE PURCHASE OF D8-C550, A PORTABLE CCTV SYSTEM FOR ROUTINE AND EMERGENCY INSPECTION OF SEWER LINES; FOR A BUDGETED AMOUNT NOT TO EXCEED $74,205.00; AUTHORIZING THE INTERIM 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 R2025-68 Purchase of Two John Deere Backhoe Loaders (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 PIGGYBACK CONTRACT WITH DOBBS EQUIPMENT, LLC FOR THE PURCHASE OF TWO (2) JOHN DEERE BACKHOE LOADERS; IN AN AMOUNT NOT TO EXCEED $322,326; AUTHORIZING THE INTERIM 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 R2025-70 Purchase of Painting and Pressure Cleaning 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 PIGGYBACK CONTRACT WITH J & J, INC. DBA EAGLE PAINTING FOR THE PURCHASE OF PAINTING AND PRESSURE CLEANING SERVICES; IN AN AMOUNT NOT TO EXCEED $112,251.00; AUTHORIZING THE INTERIM 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. R2025-72 Authorizing a Change Order with Southern Underground Industries, Inc. for Bunche Park Water Main Replacement Project (Hamid Nikvan, NMB Water Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING A CHANGE ORDER WITH SOUTHERN UNDERGROUND INDUSTRIES, INC. INCREASING THE CONTRACT BY AN AMOUNT NOT TO EXCEED $187,944.00; AUTHORIZING THE INTERIM 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 R2025-73 Purchase and Installation of Office Furniture (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 AND INSTALLATION OF OFFICE FURNITURE; FOR AN ESTIMATED ANNUAL BUDGETED AMOUNT NOT TO EXCEED $500,000.00; AUTHORIZING THE INTERIM 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 R2025-73 was deferred to the next Commission Meeting.

Resolution R2025-74 Purchase of Original Equipment Automotive Parts, Services, and Shop Supplies (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 CHANGE ORDER TO THE CONTRACT WITH MULTIPLE VENDORS INCREASING THE ESTIMATED ANNUAL EXPENDITURE BY $100,000.00 FOR THE PURCHASE OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) AUTOMOTIVE PARTS, SERVICES AND SHOP SUPPLIES; AUTHORIZING THE INTERIM 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 R2025-75 Purchase of Fire Hydrant Maintenance and Repair 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 PIGGYBACK CONTRACT WITH R & M SERVICE SOLUTIONS, LLC FOR THE PURCHASE OF FIRE HYDRANT MAINTENANCE AND REPAIR SERVICES; IN AN ANNUAL AMOUNT NOT TO EXCEED $175,000.00; AUTHORIZING THE INTERIM 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 R2025-76 Task Order for Professional Engineering Services for the Comprehensive Plan (Zafar Ahmed, Community Development Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A TASK ORDER FOR PROFESSIONAL ENGINEERING SERVICES FOR THE COMPLETION OF THE COMPREHENSIVE PLAN IN AN AMOUNT NOT TO EXCEED $350,000.00, WITH THE CORRADINO GROUP 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.

Resolution R2025-78 Legislation Establishing Parameters for the Development of Parcels for Modular Non-Permanent Commercial, Cultural, and Recreational Activities (Commissioner Daniela Jean) A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DEVELOP LEGISLATION ESTABLISHING PARAMETERS FOR THE DEVELOPMENT OF PARCELS FOR MODULAR NON-PERMANENT COMMERCIAL, CULTURAL, AND RECREATIONAL ACTIVITIES, INCLUDING BUT NOT LIMITED TO, COMMUNITY MARKETS, ART AND ENTERTAINMENT SPACES, DINING SPACES, AND OTHER COMMERCIAL AND RECREATIONAL USES AND TO IDENTIFY VACANT AND UNDERUTILIZED PARCELS FIT FOR SUCH USE; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-79 Tourism Initiatives (Commissioner Daniela Jean)
A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO IDENTIFY AND APPLY FOR TOURISM RELATED GRANTS, DEVELOP A MARKETING CAMPAIGN TO PROMOTE TOURISM, INTERNATIONAL TRADE, AND TRANSPORTATION INITIATIVES IN THE CITY OF NORTH MIAMI BEACH; AUTHORIZING THE CITY MANAGER OR CITY ATTORNEY TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-85
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ALLOWING FOR RECESS OF THE CITY COMMISSION DURING THE MONTH OF AUGUST OF 2025; AND ALLOWING FOR WORKSHOPS AND SPECIAL MEETINGS TO PROCEED DURING THE RECESS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-86
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, RESCHEDULING THE SEPTEMBER CITY COMMISSION MEETING FROM SEPTEMBER 16, 2025, TO SEPTEMBER 8, 2025, TO ACCOMMODATE THE CITY MAYOR'S AND THE CITY COMMISSION'S ATTENDANCE AT THE 2025 US-JAPAN SISTER CITIES INTERNATIONAL SUMMIT TAKING PLACE ON SEPTEMBER 16, 2025, THROUGH SEPTEMBER 19, 2025; AND AUTHORIZING THE INTERIM CITY MANAGER TO DESIGNATE FUNDS TO PAY FOR REGISTRATION AND TRAVEL AND LODGING FOR ATTENDEES; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Motion to **approve** the Consent Agenda made by Vice Mayor Chernoff, seconded by Commissioner Smukler. Voice Vote: **MOTION PASSED 4-3** with Commissioner Smith, Commissioner Smukler, and Commissioner Su opposed.

Resolution R2025-77 Renaming Patricia A. Mishcon Athletic Field to Jeffrey and Patricia Mishcon Athletic Field (Commissioner Phyllis Smith)
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, RENAMING THE PATRICIA A. MISHCON ATHLETIC FIELD TO THE JEFFREY AND PATRICIA

MISHCON ATHLETIC FIELD; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-77 was pulled from the Consent Agenda by Commissioner Smith to be read separately.

Motion to **approve** Resolution R2025-77 made by Commissioner Jean, seconded by Mayor Joseph.
Voice Vote: **MOTION PASSED 7-0**.

QUASI-JUDICIAL

Resolution R2025-80 Consideration for Approval of Development Site Plan for the Construction of Raising Cane's Restaurant (Zafar Ahmed, Community Development Director)
A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, FOR APPROVAL OF A DEVELOPMENT SITE PLAN INCLUDING CONDITIONAL USE, VARIANCES, AND CONDITIONS FOR THE CONSTRUCTION OF RAISING CANE'S RESTAURANT WITH DRIVE-THRU SERVICES. THE RESTAURANT CONSISTS OF 3,181 SQUARE FEET OF INDOOR SPACE, A COVERED PATIO AREA FOR OUTDOOR DINING, A TWO-LANE DRIVE-THRU ACCOMMODATING UP TO 23 VEHICLES AT A TIME AND 15 PARKING SPACES; VARIANCES FROM SECTION 24-58.4(G)(4) TO WAIVE THE REQUIREMENT THAT A DRIVE-THROUGH IN THE MU/C DISTRICT MUST BE LOCATED WITHIN A PARKING GARAGE; FROM SECTION 24-58.4(K)(2)(A) AND SECTION 24-58(S)(3)(B)(I)(2) TO PERMIT THE BUILDING FRONTAGE AT 59% AND FORECOURT SIZE AT 79%; FROM SECTION 24-58(S)(1)(G)(I)(4) FROM THE GLAZING REQUIREMENTS; FROM SECTION 24-58(S)(1)(G)(I)(5) WINDOW PLACEMENT REQUIREMENT; FOR THE DEVELOPMENT TO BE LOCATED AT 14025 BISCAYNE BOULEVARD; PROVIDING FOR FINDINGS OF FACT; CONFIRMING EXPIRATION AND LIMITATION OF APPROVAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

City Clerk Andrise Bernard announced that the subject matter of any ex-parte communication together with the identity of the person, group, or entity making the communication shall be disclosed and made part of the record on file prior to final action on the matter and stated that she received a Jennings Disclosure form from Commissioner Jean and Commissioner Su.

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

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

Director of Community Development Zafar Ahmed explained the proposed site plan, conditional use, and request for variances and presented an aerial location map of the subject property and described the zoning district.

Tracy Slavens appeared before the Mayor and Commission and represented the applicant.

The meeting was opened for **PUBLIC COMMENT**.
There were no speakers.
The meeting was closed for **PUBLIC COMMENT**.

Motion to **approve** Resolution R2025-80 made by Commissioner Smith, seconded by Commissioner Jean.

The Mayor and Commission discussed the proposed development project.

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

MOTION PASSED 7-0.

DISCUSSION

City Attorney Joseph Geller discussed the litigation settlement agreement regarding the case of Arthur Sorey v. City of North Miami Beach.

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

The Mayor and Commission discussed the proposed settlement agreement.

Roll Call Vote:
Jean - Yes
Smith - Yes
Su - Yes
Fleurimond - Yes
Chernoff - No
Smukler - No
Joseph - Yes

MOTION PASSED 5-2 with Vice Mayor Chernoff and Commissioner Smukler opposed.

Mayor Joseph directed City staff to review issues related to this case and see if any funds could be recouped.

LEGISLATION

Resolution R2025-81 Award Approving the Ranking of the Three (3) Most Highly Qualified Firms that Responded to Request for Qualifications RFP-24-048-SG School Zone Speed Detection System and Monitoring Program (Shereece George-Depusoir, Chief Procurement Officer)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE RANKING OF THE THREE (3) MOST HIGHLY QUALIFIED FIRMS THAT RESPONDED TO REQUEST FOR QUALIFICATIONS RFP-24-048-SG SCHOOL ZONE SPEED DETECTION SYSTEM AND MONITORING PROGRAM; AND AUTHORIZING THE INTERIM CITY MANAGER TO NEGOTIATE AN AGREEMENT WITH THE TOP-RANKED MOST-QUALIFIED FIRM AND IF NEGOTIATIONS ARE UNSUCCESSFUL, WITH THE NEXT HIGHEST RANKED FIRM SUCCESSIVELY UNTIL AN ACCEPTABLE AGREEMENT CAN BE RECOMMENDED FOR CITY COMMISSION APPROVAL.

Chief Procurement Officer Shereece George-Depusoir provided an explanation of Resolution R2025-81.

The Mayor and Commission discussed the proposed resolution.

Deputy Chief of Police Stuart Nichols provided information regarding the school zoned speed detection system and monitoring program.

Motion to **approve** Resolution R2025-81 made by Commissioner Fleurimond, seconded by Vice Mayor Chernoff.
Voice Vote: **MOTION PASSED 7-0**.

Ordinance 2025-03 (First Reading) Amending Guidelines for Appointments of the Economic Development Commission (Commissioners McKenzie Fleurimond and Phyllis Smith)
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 SECTION 2-49.7 ENTITLED "GUIDELINES FOR APPOINTMENTS" OF THE ECONOMIC DEVELOPMENT COMMISSION OF THE CODE OF ORDINANCES; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER'S ERROR, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Chief of Staff Marline Monestime provided an explanation of Ordinance No. 2025-03.

The meeting was opened for **PUBLIC COMMENT**.
There were no speakers.
The meeting was closed for **PUBLIC COMMENT**.

Motion to **approve** Ordinance No. 2025-03 on first reading made by Commissioner Smith, seconded by Vice Mayor Chernoff.

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

MOTION PASSED 7-0 on first reading.

Ordinance 2025-04 (First Reading) Amending the Text of the Comprehensive Plan Infrastructure Element (Zafar Ahmed, Community Development Director)
AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING THE TEXT OF THE COMPREHENSIVE PLAN INFRASTRUCTURE ELEMENT; AMENDING POLICY 1.3.13 AND OBJECTIVE 1.5 AND CREATING NEW POLICIES 1.1.6, 1.1.7, 1.5.2 1.5.3, 1.5.4, 1.5.5 AND 1.5.6 TO ADDRESS THE UPGRADING OF WASTEWATER TREATMENT FACILITIES AND PRIORITIZE ADVANCED WASTE TREATMENT; PROVIDING FOR ADOPTION PURSUANT TO SECTION 163.3184, FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE CITY OF NORTH MIAMI BEACH COMPREHENSIVE PLAN; PROVIDING FOR

CODIFICATION, CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The meeting was opened for **PUBLIC COMMENT**.
There were no speakers.
The meeting was closed for **PUBLIC COMMENT**.

Director of Community Development Zafar Ahmed provided an explanation of Ordinance No. 2025-04 and discussed the purpose and intent of the item.

Motion to **approve** Ordinance No. 2025-04 on first reading made by Vice Mayor Chernoff, seconded by Commissioner Smukler.

Commissioner Su discussed the public notice/advertising process and the vote of the Planning and Zoning Board regarding the item.

Director of NMB Water Hamid Nikvan provided additional information about the ordinance.

The Mayor and Commission discussed the proposed ordinance.
Roll Call Vote:
Smukler - Yes
Su - Yes
Fleurimond - Yes
Jean - Yes
Smith - Yes
Chernoff - Yes
Joseph - Yes

MOTION PASSED 7-0 on first reading.

DISCUSSION

The Mayor and Commission discussed the process of selecting a City Manager. City Attorney Joseph Geller stated that parameters, standards, requirements, and qualifications need to be developed with the help of Procurement and Human Resources. Chief Procurement Officer Shereece George-Depusoir stated that there is a difference between a solicitation for vendors and firms as opposed to individual applicants.

LEGISLATION

Ordinance 2025-05 (First Reading) Amending the Code of Ordinances to Create a New Article Entitled "Public Arts" (Zafar Ahmed, Community Development Director)
AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING CHAPTER XXIV, ENTITLED "ZONING AND LAND DEVELOPMENT," OF THE CITY'S CODE OF ORDINANCES TO CREATE A NEW ARTICLE XX ENTITLED "PUBLIC ARTS,"; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER'S ERRORS, AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The meeting was opened for **PUBLIC COMMENT**.
There were no speakers.
The meeting was closed for **PUBLIC COMMENT**.

Director of Community Development Zafar Ahmed provided an explanation of Ordinance No. 2025-05.

Motion to **approve** for the Mayor and Commission to be co-sponsors of the ordinance made by Commissioner Jean, seconded by Commissioner Smith.

The Mayor and Commission discussed the proposed ordinance and Commissioner Smith recommended several revisions and City staff will review accordingly before second reading.

Motion to **approve** Ordinance No. 2025-05 on first reading made by Commissioner Smith, seconded by Vice Mayor Chernoff.

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

MOTION PASSED 7-0 on first reading.

Resolution R2025-82 Approving and Authorizing a Change Order to the Contract with Prolime Corporation for Loading, Hauling, and Disposal of Liquid Lime Sludge (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 PROLIME CORPORATION FOR LOADING, HAULING, AND DISPOSAL OF LIQUID LIME SLUDGE; INCREASING THE CONTRACT BY AN AMOUNT NOT TO EXCEED $260,000; AUTHORIZING THE INTERIM 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.

Motion to **approve** Resolution R2025-82 on first reading made by Commissioner Smith, seconded by Vice Mayor Chernoff.
Voice Vote: **MOTION PASSED 7-0**.

Resolution R2025-83 Budget Amendment to Fund Home Rehabilitation Program (Marline Monestime, Chief of Staff)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2024-2025 ADOPTED BUDGET FOR THE HOME REHABILITATION PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

The Mayor and Commission discussion the proposed resolution.

Chief of Staff Marline Monestime and Economic Development Specialist Mercedes Mosley provided an explanation of the home rehabilitation program.

Motion to **approve** Resolution R2025-83 made by Vice Mayor Chernoff, seconded by Mayor Joseph.

MOTION PASSED 6-1 with Commissioner Su opposed.

Motion to **approve** to extend the Commission Meeting for 10 minutes past midnight made by Commissioner Jean, seconded by Commissioner Su.
Voice Vote: **MOTION PASSED 7-0**.

Resolution R2025-69 Formal Support for the FIFA World Cup 2026 Miami Host Committee (Commissioner Lynn Su)
A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, EXPRESSING FORMAL SUPPORT FOR THE FIFA WORLD CUP 2026 MIAMI HOST COMMITTEE; ESTABLISHING THE "NORTH MIAMI BEACH 2026 WORLD CUP PARTNERSHIP AND SUPPORT INITIATIVE" TO ALIGN CITY SERVICES, RESOURCES, AND COMMUNITY PROGRAMMING INCLUDING WATER SERVICES WITH REGIONAL TOURNAMENT OPERATIONS, AFFIRMING THE CITY'S COMMITMENT TO COLLABORATION ON PUBLIC SAFETY, TRANSPORTATION, TOURISM, WATER INFRASTRUCTURE, AND COMMUNITY ENGAGEMENT EFFORTS; PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-69 was pulled from the Consent agenda and moved to Legislation.

The Mayor and Commission discussed the proposed resolution.
Motion to **approve** Resolution R2025-69 made by Commissioner Su, seconded by Vice Mayor Chernoff.
Voice Vote: **MOTION PASSED 6-0** with Commissioner Fleurimond off the dais.

Resolution R2025-71 Accepting the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) Hiring Program Grant Award for the Purpose of Hiring Eight Police Officers (Juan Pinillos, Chief of Police)
A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ACCEPTING THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS) HIRING PROGRAM GRANT AWARD IN THE AMOUNT OF $1,000,000.00 FOR THE PURPOSE OF HIRING EIGHT (8) POLICE OFFICERS; AUTHORIZING THE REQUIRED LOCAL MATCH IN THE AMOUNT OF $1,106,608.00 TO BE FUNDED FROM THE POLICE DEPARTMENT'S PERSONNEL BUDGET WITHIN THE GENERAL FUND; COMMITTING TO RETAIN THE HIRED OFFICERS FOR AT LEAST ONE YEAR AFTER THE CONCLUSION OF THE GRANT PERIOD; AUTHORIZING THE INTERIM CITY MANAGER OR DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-71 was pulled from the Consent agenda and moved to Legislation.

The Mayor and Commission discussed the proposed resolution.

Motion to **approve** Resolution R2025-71 made by Commissioner Smith, seconded by Commissioner Smukler.
Voice Vote: **MOTION PASSED 7-0**.

Deputy Chief of Police Stuart Nichols and Senior Management Analyst Frandley Defilie provided an explanation of the resolution.

Resolution R2025-87
A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, EXPRESSING OPPOSITION TO THE PROPOSED MIAMI-DADE COUNTY ROAD WIDENING PROJECT ALONG NW 159TH STREET; RAISING CONCERNS RELATED TO LAND USE,

PUBLIC SAFETY, ENVIRONMENTAL IMPACT, AND COMMUNITY PRESERVATION; URGING MIAMI-DADE COUNTY TO HALT FURTHER ACTION ON THE PROJECT UNTIL FULL COMMUNITY INPUT IS OBTAINED AND IMPACTS ARE ADEQUATELY ADDRESSED; PROVIDING FOR TRANSMITTAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Motion to **defer** to the next Commission Meeting made by Commissioner Smith, seconded by Commissioner Su.
Voice Vote: **MOTION PASSED 7-0**.

Resolution R2025-84 Establishing an Internal Budget Transfer Process (Commissioner Daniela Jean and Commissioner Lynn Su)
A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ESTABLISHING A COMPREHENSIVE POLICY GOVERNING INTERNAL BUDGET TRANSFERS, CONTINUING APPROPRIATIONS, REPORTING REQUIREMENTS, AND FINANCIAL TRANSPARENCY; SETTING FORMAL APPROVAL THRESHOLDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-84 was deferred to a future date.

CITY ATTORNEY'S REPORT

City Attorney Joseph Geller discussed the recent incident in Minnesota and asked the Mayor and Commission to direct the administration to provide a report and recommendation on what can be done to better improve and upgrade the safety of the elected officials.

Motion to **approve** to direct City staff to provide a report and recommendation on what can be done to better improve and upgrade the safety of the elected officials made by Commissioner Fleurimond, seconded by Vice Mayor Chernoff.
Voice Vote: **MOTION PASSED 7-0**.

Motion to **approve** to extend the Commission Meeting for 5 minutes until 12:15am made by Commissioner Smith, seconded by Commissioner Fleurimond.
Voice Vote: **MOTION PASSED 7-0**.

DISCUSSION

The Mayor and Commission discussed virtual participation at Commission Meetings.

CITY MANAGER'S REPORT

Interim City Manager Andrew Plotkin thanked the Mayor and Commission for the opportunity to serve and announced that there will be a Commission Meeting for a quasi-judicial item on June 26, 2025.

DISCUSSION

The Mayor and Commission discussed Charter Review Board appointments.

ADJOURNMENT

The meeting was adjourned at 12:14am.

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:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	July 15, 2025

RE: Regular Commission Meeting Minutes of June 26, 2025 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Regular Commission Meeting Minutes of June 26, 2025

CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 N.E. 19th Avenue
North Miami Beach, FL. 33162
Thursday, June 26, 2025

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

Interim City Manager Andrew Plotkin

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 5:01pm.

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

PLEDGE OF ALLEGIANCE was led by the Mayor and Commission.

PUBLIC COMMENT

Mayor Joseph opened the meeting for **PUBLIC COMMENT**.
City Clerk Andrise Bernard read the rules of public comment and the pledge of civility.
There were no speakers.
The meeting was closed for **PUBLIC COMMENT**.

QUASI-JUDICIAL

Resolution R2025-88 Consideration of Approval of a Development Site Plan Application, Conditions, and Seven Variances for the Construction of a Six Story and Eight Story Mixed-Use Building With a Total of Five Hundred Residential Units, Nineteen Thousand and Twenty-Two Square Feet of Ground Floor Commercial Space, Eight Level Parking Garage and Six Hundred and Eighteen Parking Spaces (Zafar Ahmend, Community Development Director)
A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING OF A DEVELOPMENT SITE PLAN APPLICATION, CONDITIONS, AND SEVEN (7) VARIANCES FOR THE CONSTRUCTION OF A SIX (6) STORY AND EIGHT (8) STORY MIXED-USE BUILDING WITH A TOTAL OF FIVE HUNDRED (500) RESIDENTIAL UNITS, NINETEEN THOUSAND AND TWENTY-TWO

(19,022) SQUARE FEET OF GROUND FLOOR COMMERCIAL SPACE, EIGHT (8) LEVEL PARKING GARAGE, AND SIX HUNDRED AND EIGHTEEN (618) PARKING SPACES. VARIANCES FROM SECTION 24-58 TABLE MU-2 TO ALLOW FOR A LOT WIDTH GREATER THAN 250 FEET; FROM SECTION 24-58 TABLE MU/NC-4 TO ALLOW FOR A MAXIMUM SETBACK GREATER THAN 30 FEET; FROM SECTION 24-58(s) FOR GREATER THAN THE MAXIMUM BUILDING LENGTH OF 300 FEET; FROM SECTION 24-97 TO ALLOW THREE (3) LOADING SPACES WHERE FIVE (5) ARE REQUIRED; FROM SECTION 24-58.3(I) TO MODIFY THE STREET SECTION REQUIREMENTS OF UG-1 AS PER FIGURE MU/NC-5; FROM SECTION 24-58 TO MODIFY THE WEST SECONDARY STREET SECTION REQUIREMENTS OF FIGURE MU-4; FROM SECTION 24-58 TO MODIFY THE CENTRAL SECONDARY STREET SECTION REQUIREMENTS OF FIGURE MU-4 LOCATED AT 17400 WEST DIXIE HIGHWAY; PROVIDING FOR FINDINGS OF FACT; CONFIRMING EXPIRATION AND LIMITATION OF APPROVAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

City Clerk Andrise Bernard announced that the subject matter of any ex-parte communication together with the identity of the person, group, or entity making the communication shall be disclosed and made part of the record on file prior to final action on the matter and stated that she received a Jennings Disclosure form from Vice Mayor Chernoff, Commissioner Jean, Commissioner Smith, and Commissioner Su.

Mayor Joseph disclosed the names of the individuals that he communicated with regarding the item and confirmed that he can make a decision based on the information presented at the meeting.

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

Director of Community Development Zafar Ahmed explained the proposed development site plan.

Matt Amster appeared before the Mayor and Commission and represented the applicant and presented context images, discussed neighborhood outreach, and provided regulating plans, concept plan, illustrative plan, circulation plan, floor plans, elevations, landscape plans, variance requests, economic and fiscal benefits including building and impact fees and tax revenue, voluntary conditions and proffers, and renderings.

Commissioner Fleurimond disclosed the names of the individuals that he communicated with regarding the item and confirmed that he can make a decision based on the information presented at the meeting.

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

1. Denis Barreto

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

The Mayor and Commission discussed the proposed development project.

Director of Community Development Zafar Ahmed and Matt Amster discussed when the item was heard by the Planning and Zoning Board.

The Mayor and Commission discussed public art at the property site and Matt Amster stated that the owner will work with City staff through permitting to include public art. The Mayor and Commission discussed City

related signage at the property site. City Attorney Joseph Geller suggested that the developer voluntarily proffers and agrees to participate and contribute aesthetically and financially in providing appropriate City signage identification and Matt Amster agreed to that language.

Motion to **approve** Resolution R2025-88 made by Commissioner Smith, seconded by Vice Mayor Chernoff.

Roll Call Vote:
Fleurimond - Yes
Smith - Yes
Su - Yes
Chernoff - Yes
Joseph - Yes

MOTION PASSED 5-0 with Commissioner Jean off the dais and Commissioner Smukler absent.

CITY COMMISSION REPORTS

Vice Mayor Chernoff welcomed the QDOBA restaurant to the City and wished a happy July 4th.

Commissioner Su wished a happy July 4th and discussed attending the recent Elder Affairs Advisory Board.

Commissioner Fleurimond wished a happy July 4th and invited everyone to attend the event at the City pool.

Commissioner Smith invited everyone to attend the poetry event at City library, expressed the importance of pet safety on July 4th and learning how to swim, discussed an overlay regarding the area of 151st Street to 163rd Street from Biscayne Boulevard to West Dixie Highway, and announced the upcoming senior luncheon and hurricane preparedness event.

Mayor Joseph discussed the upcoming hurricane preparedness event and wished a happy July 4th.

City Attorney Joseph Geller discussed House Bill 11 and an upcoming Commission Meeting regarding the Uptown Harbour development project and apologized to a member of the City Commission.

ADJOURNMENT

The meeting was adjourned at 6:09pm.

ATTEST:

(SEAL)

_____
Andrise Bernard, MMC, City Clerk

Consent Agenda
9.4.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Shereece George-Depusoir, Chief Procurement Officer
VIA:	Andrew Plotkin, Interim City Manager
DATE:	July 15, 2025

RE: Resolution No. R2025-73 Approving Contract with Multiple Vendors for the Purchase and Installation of Office Furniture (Shereece George-Depusoir, Chief Procurement Officer)

Description

The City of North Miami Beach has an ongoing need for the purchase and installation of furniture, as well as workspace design and optimization services, to support various departmental operations. In order to streamline procurement while ensuring competitive pricing and compliance with public purchasing standards, the City seeks to utilize cooperative purchasing agreements awarded through the Florida Department of Management Services (DMS), Miami-Dade County, OMNIA Partners, and Equalis Group.

These contracts have been competitively solicited, negotiated, and awarded, allowing the City to access favorable pricing from a pool of over fifty (50) qualified vendors, authorized distributors, and resellers. Utilizing these contracts enables the City to independently select vendors to meet specific furniture and design needs while maintaining procurement efficiency and fiscal responsibility.

BACKGROUND ANALYSIS:

The utilization of these cooperative contracts will allow for the timely acquisition and installation of office furniture and related services across various City departments, including Information Technology, Public Works, and the NMB Water Department. These upgrades are intended to modernize and enhance workspaces to improve operational efficiency and accommodate evolving departmental needs. The estimated annual budget for these purchases and services is not to exceed $450,000.
The following cooperative contracts are anticipated to be used to fulfill these requirements:

Vendor	Contract Number	Contract Term
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES	56120000-24-NY-ACS	Through 12/01/2028
MIAMI-DADE COUNTY	EVN0000246	Through 8/31/2028

OMNIA PARTNERS	R240101	Through 12/31/2027
EQUALIS GROUP	COG-2152P	Through 12/31/2027

RECOMMENDATION:

The Chief Procurement Officer recommends that the City Commission approve and authorize the City Manager or designee to approve piggyback contracts with multiple vendors to procure furniture Citywide in an estimated annual budgeted amount of $450,000.

Requesting Purchase Orders up to the annual allocated amount of $450,000 as approved in the adopted FY25 budget appropriation, in accordance with department operating supply needs.

Cost Breakdown:

FISCAL/ BUDGETARY IMPACT:

Departments	**Requested Amount**
IT	$ 37,638.30
Public Works: PSA Building	$ 218,430.38
Public Works: City Hall Lobby	$ 37,979.35
NMB Water	$ 155,000.00
TOTAL	**$ 449,048.03**

ATTACHMENTS:

Description

- Resolution
- Exhibit A

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE USE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES, MIAMI-DADE COUNTY, OMNIA PARTNERS AND EQUALIS GROUP NATIONAL COOPERATIVES CONTRACTS FOR THE ANNUAL PURCHASE AND INSTALLATION OF FURNITURE; FOR AN ESTIMATED ANNUAL BUDGETED AMOUNT NOT TO EXCEED $450,000; 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; 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 use of the solicited, negotiated and awarded contracts allows state and local governments to utilize the pricing schedules of the contracts to independently select from fifty (50) qualified awarded vendors, authorized distributors and resellers to purchase and/or install various furniture types and design and space optimization services; and

WHEREAS, the City intends to purchase and install office furniture, as well as space optimization services. Departments include Information Technology, Public Works, NMB Water Department to upgrade and modernize work space for operational efficiency. The City anticipates ongoing furniture needs across various departments to support operational and workspace requirements; 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 specific contracts anticipated to meet the City's operational needs for the purchase, installation of furniture, design and optimization services are as follows:

Vendor	Contract Number	Contract Term
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES	56120000-24-NY-ACS	Through 12/01/2028
MIAMI-DADE COUNTY	EVN0000246	Through 8/31/2028
OMNIA PARTNERS	R240101	Through 12/31/2027
EQUALIS GROUP	COG-2152	Through 12/31/2027

WHEREAS, the City Manager and the Chief Procurement Officer recommend that the City Commission approve the use of the State, County and National Cooperative contracts in an annual budgeted amount not to exceed $450,000 for the purchase, installation of furniture, design and optimization services from multiple qualified awarded vendors, authorized distributors and resellers; and

WHEREAS, the Mayor and City Commission determine it is in the best interests of the City to approve the use of the State, County and National Cooperative contracts in an annual budgeted amount not to exceed $450,000 for the purchase, installation of furniture, design and optimization services.

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

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

Section 2. The use of multiple Contracts with multiple qualified awarded vendors, authorized distributors and resellers, in substantially the same form as attached as Exhibit "A" for an annual budgeted amount not to exceed $450,000.00, for the purchase, installation of furniture, design and optimization services for the contract terms and subsequent renewal years, subject to budget appropriation and availability of funds is hereby approved.

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

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

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

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

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

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **15th day of July 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 4.6.23

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.

17011 N.E.19th Ave., Suite 315 North Miami Beach, FL 33162 • P: 305-948-2946 • F: 305-957-3522 • bids@citynmb.com

	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.

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City of North Miami Beach

PROCUREMENT EXPLANATION MEMO

PROCUREMENT MANAGEMENT DIVISION

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

VIA: **Shereece 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):

IT Workstations

Your Office, Inc.

609 NW 28th Street
Wilton Manors, FL 33311

Quote

Date	Estimate #
3/6/2025	4551

Name / Address	Ship To
City of North Miami Beach 17011 NW 19th Avenue North Miami Beach, FL 33162	City of North Miami Beach 17011 NW 19th Avenue North Miami Beach, FL 33162

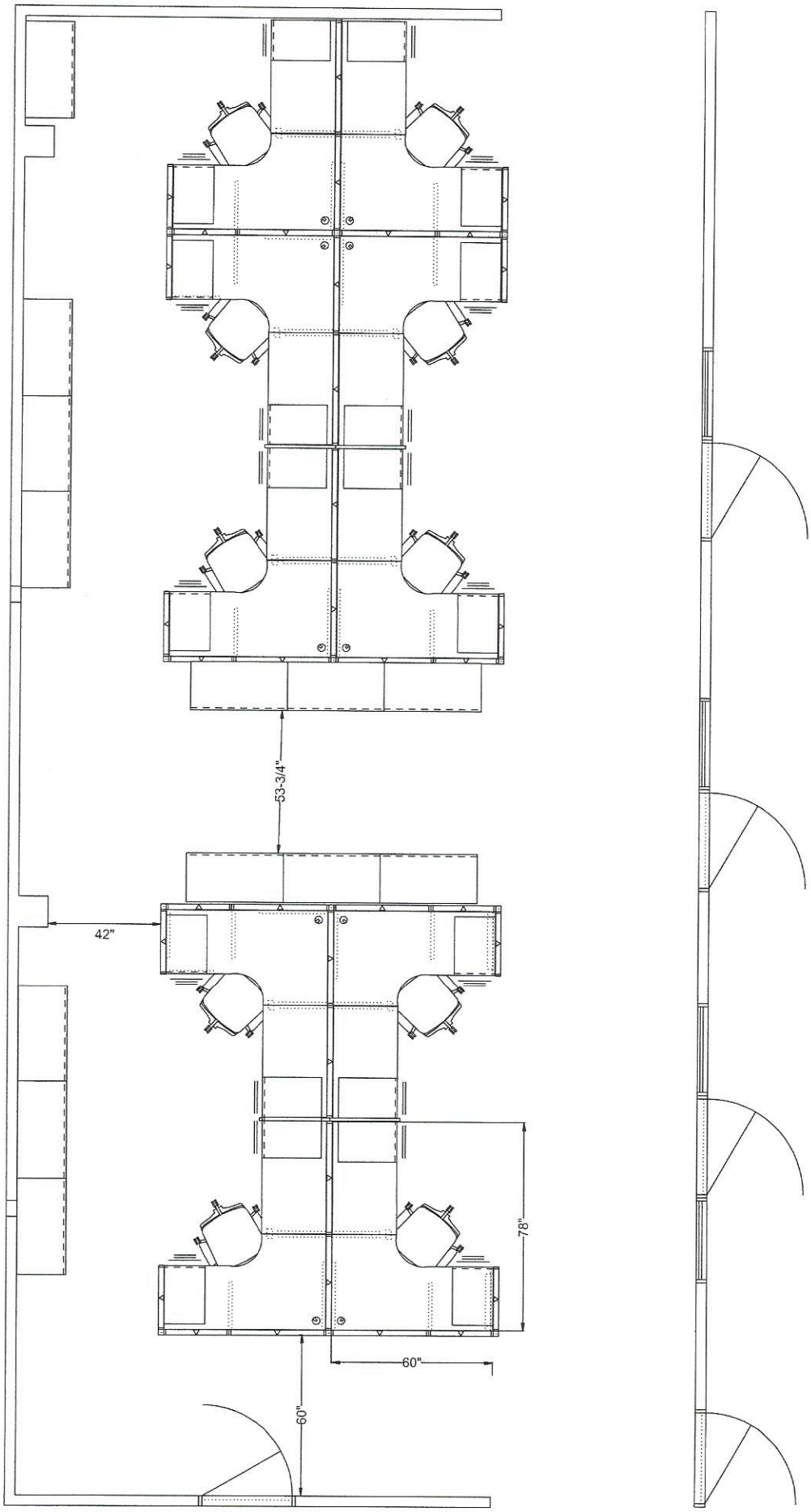
Terms	Project
Net 30	

Item	Description	Qty	Rate	Amount	Markup	Total
TAGGING	IT Department 10 workstations	1	0.00	0.00		0.00T
Workstations	AIS Divi workstations per plans (no chairs)	1	117,615.00	117,615.00	-81.25%	22,052.81
S-CABL2D39	AIS 2-Door Cabinet 36"w x 38 7/8"h	13	4,058.00	52,754.00	-81.25%	9,891.37
W-WS2DCA...	AIS Laminate top for cabinets 18.25"d x 36"w	13	494.00	6,422.00	-81.25%	1,204.12
Install	Install during normal business hours	1	4,490.00	4,490.00		4,490.00

Subtotal	$37,638.30
Sales Tax (6.0%)	$0.00
Total	$37,638.30

Signature _____

Phone #	Fax #	E-mail
954-530-0137	954-567-1439	yourofficefl@aol.com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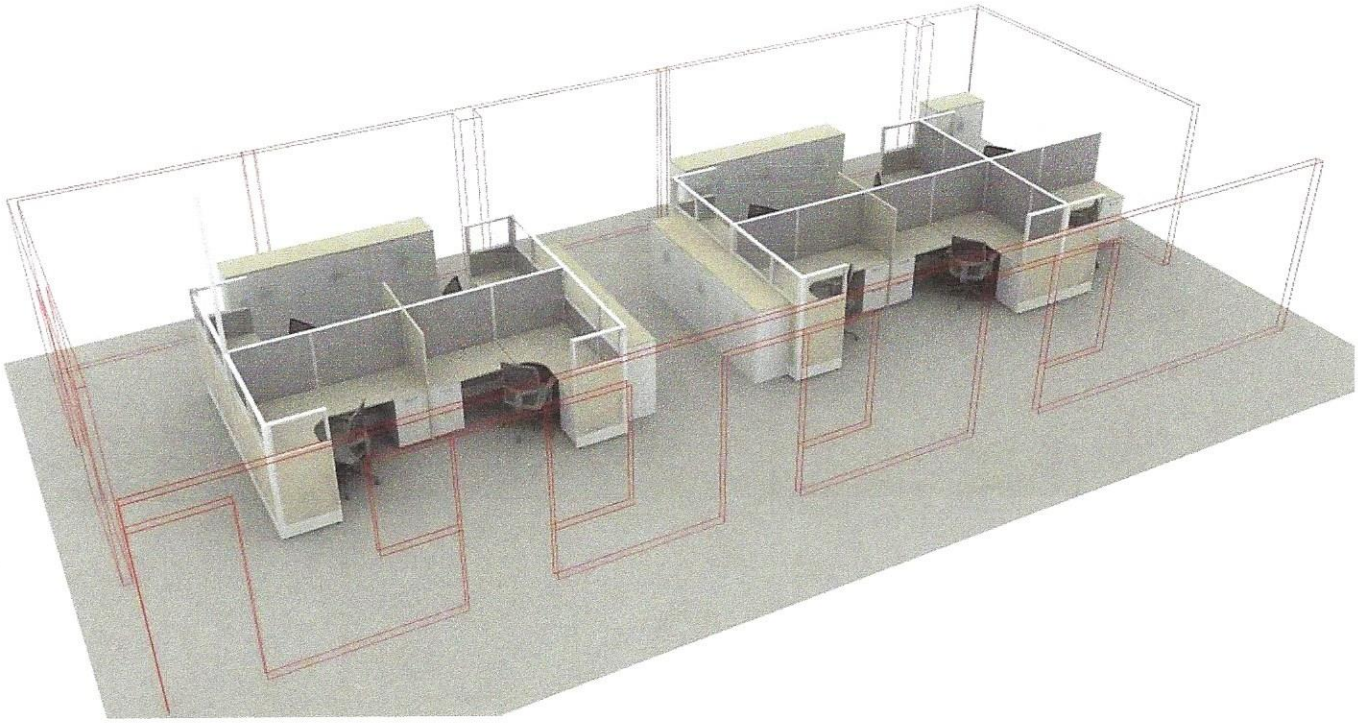
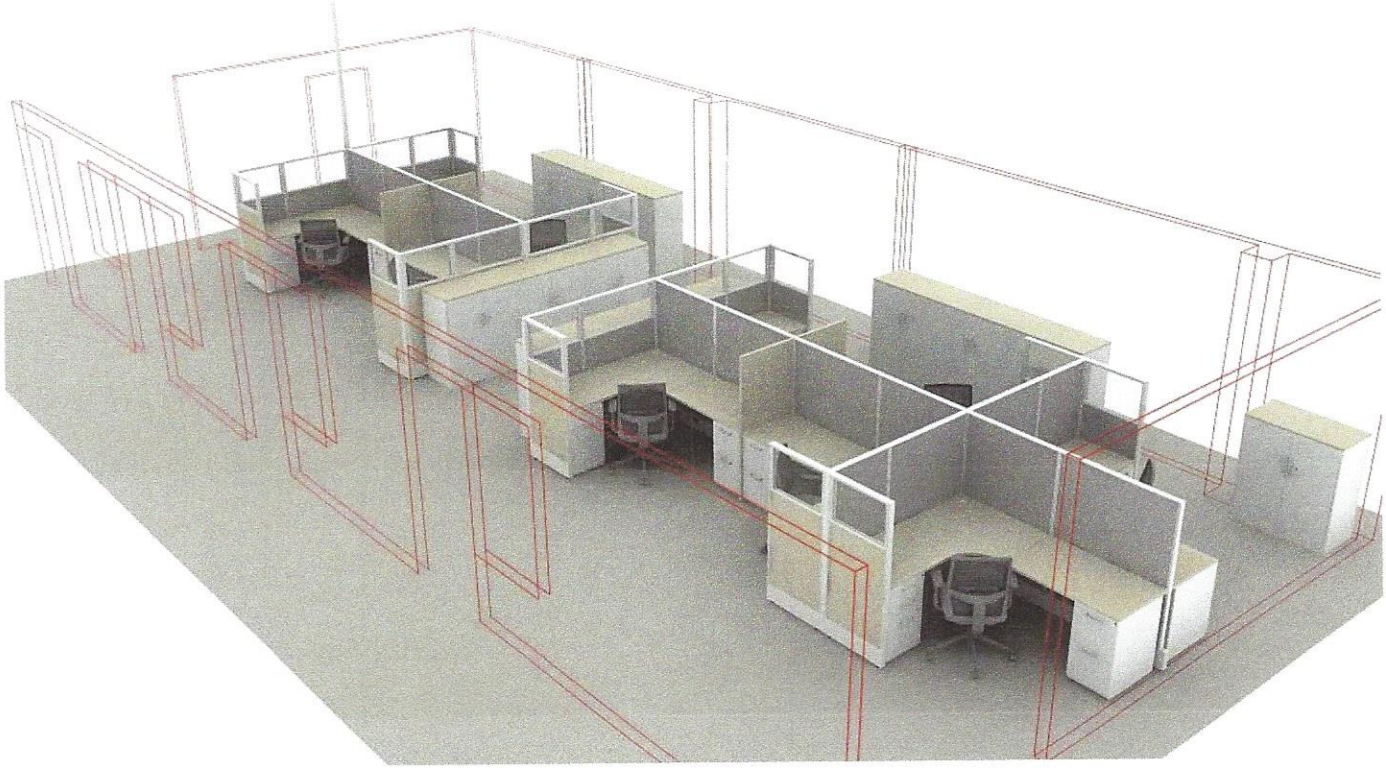
60"
60"





VENDOR # 529743
Req # 1364

PSA Workstations

AIS

25 Tucker Drive
Leominster, MA 01453

Quote

Date	Estimate #
4/3/2025	4584

Name / Address	Ship To
City of North Miami Beach 17011 NW 19th Avenue North Miami Beach, FL 33162	City of North Miami Beach 17050 NE 19th Avenue North Miami Beach, FL 33162

Terms	Project
Net 30	

Item	Description	Qty	Rate	Amount	Markup	Total
notes	All pricing reflects State of Florida Contract 56120000-24-NY-ACS discounts	1	0.00	0.00		0.00T
notes	Finishes are: Phantom Pearl laminate, Grey Value 1 paint, Amaze/platinum panel fabric, Gray Loop drawer pulls. Chairs have Grey frame, black graduated mesh back, Medley/Ebony seat fabric	1	0.00	0.00		0.00T
Workstations	AIS Divi Series 26 workstations and files per plans. - Second Floor Open Plan	1	487,212.00	487,212.00	-83.00%	82,826.04
Calibrate	AIS Calibrate Series overhead cabinet and bookcase	1	8,001.00	8,001.00	-81.50%	1,480.18
tables	T-RCR183029SQG 18d x 30w x 29h	1	1,559.00	1,559.00	-81.50%	288.41
Workstations	AIS Divi Series 8 workstations and files per plans - Room 136/116	1	125,396.00	125,396.00	-83.00%	21,317.32
Workstations	AIS Divi Series 17 workstations and files per plans - First Floor Open Plan	1	333,186.00	333,186.00	-83.00%	56,641.62
Workstations	AIS Divi Series workstations per plans - Permit Clerk's Front Office and adjacent office	1	43,040.00	43,040.00	-83.00%	7,316.80
Calibrate	AIS Calibrate Series tackboard X-WMTACK2078	1	983.00	983.00	-81.50%	181.85
tables	AIS Table Desk 30d x 72w	1	3,423.00	3,423.00	-81.50%	633.25

	Subtotal
	Sales Tax (6.0%)
	Total

Signature

Phone #	Fax #	E-mail
786-263-1494	978-562-0811	modem@ais-inc.com

received 4/7/25

AIS

25 Tucker Drive
Leominster, MA 01453

Quote

Date	Estimate #
4/3/2025	4584

Name / Address	Ship To
City of North Miami Beach 17011 NW 19th Avenue North Miami Beach, FL 33162	City of North Miami Beach 17050 NE 19th Avenue North Miami Beach, FL 33162

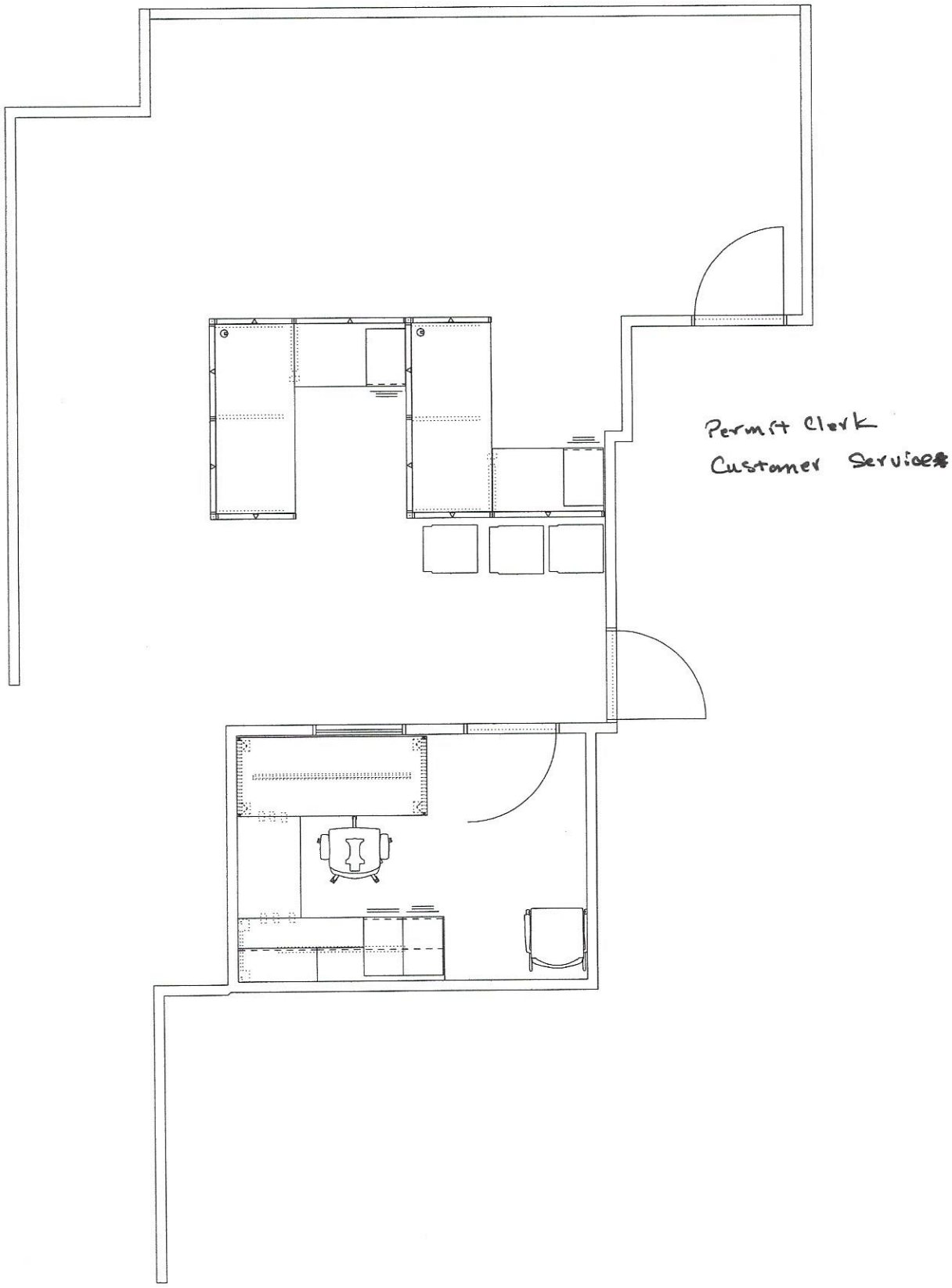
Terms	Project
Net 30	

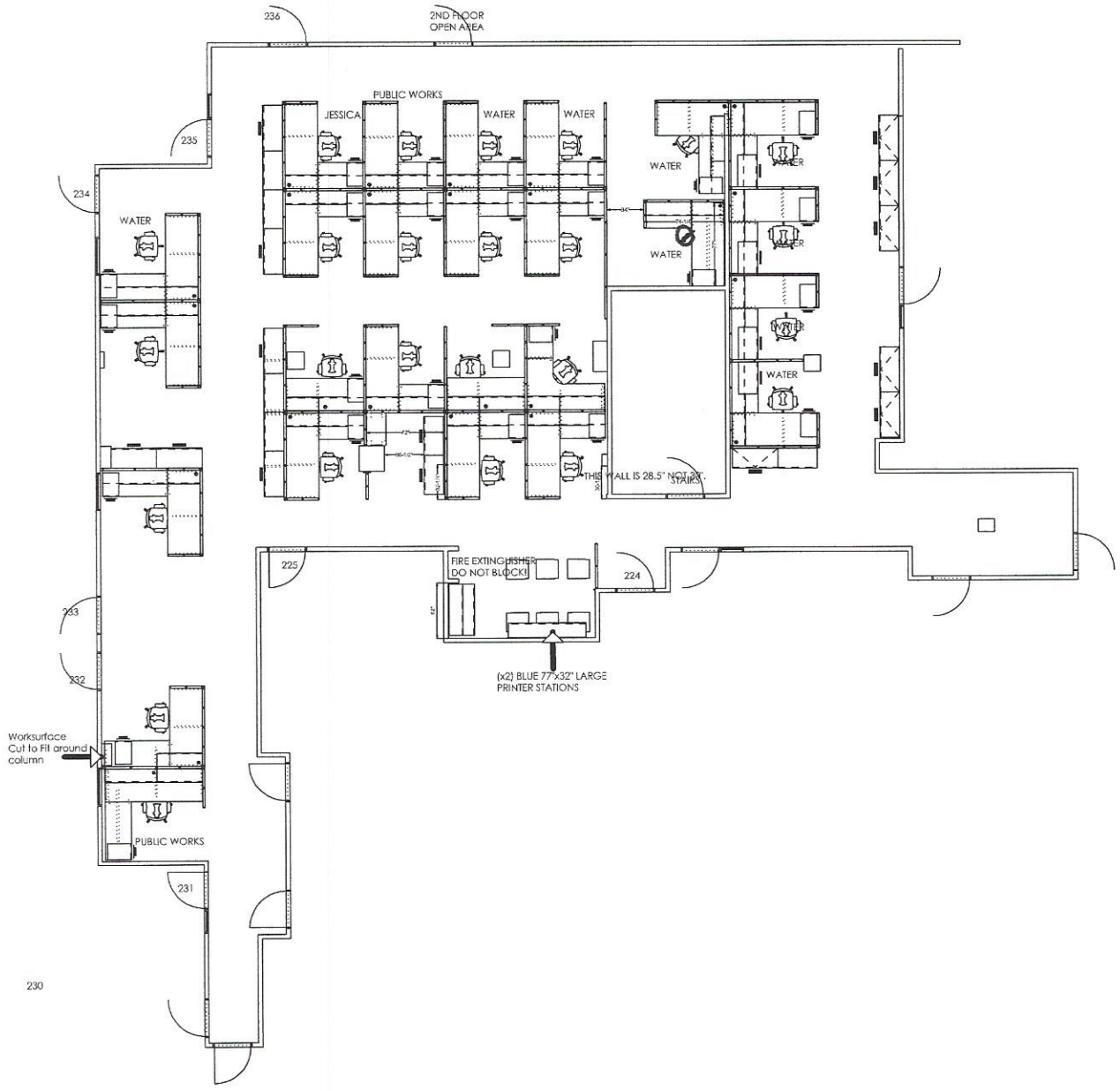
Item	Description	Qty	Rate	Amount	Markup	Total
4481C	AIS Bolton Series Task Chair, black graduated mesh back, grey frame, Medley/Ebony uph seat	43	1,098.00	47,214.00	-67.80%	15,202.91
Del/Install	Receive, deliver and install during normal business hours	1	21,489.00	21,489.00		21,489.00
Disassemble	Disassemble, and removal of existing workstations. Includes costs of disposal	1	11,053.00	11,053.00		11,053.00

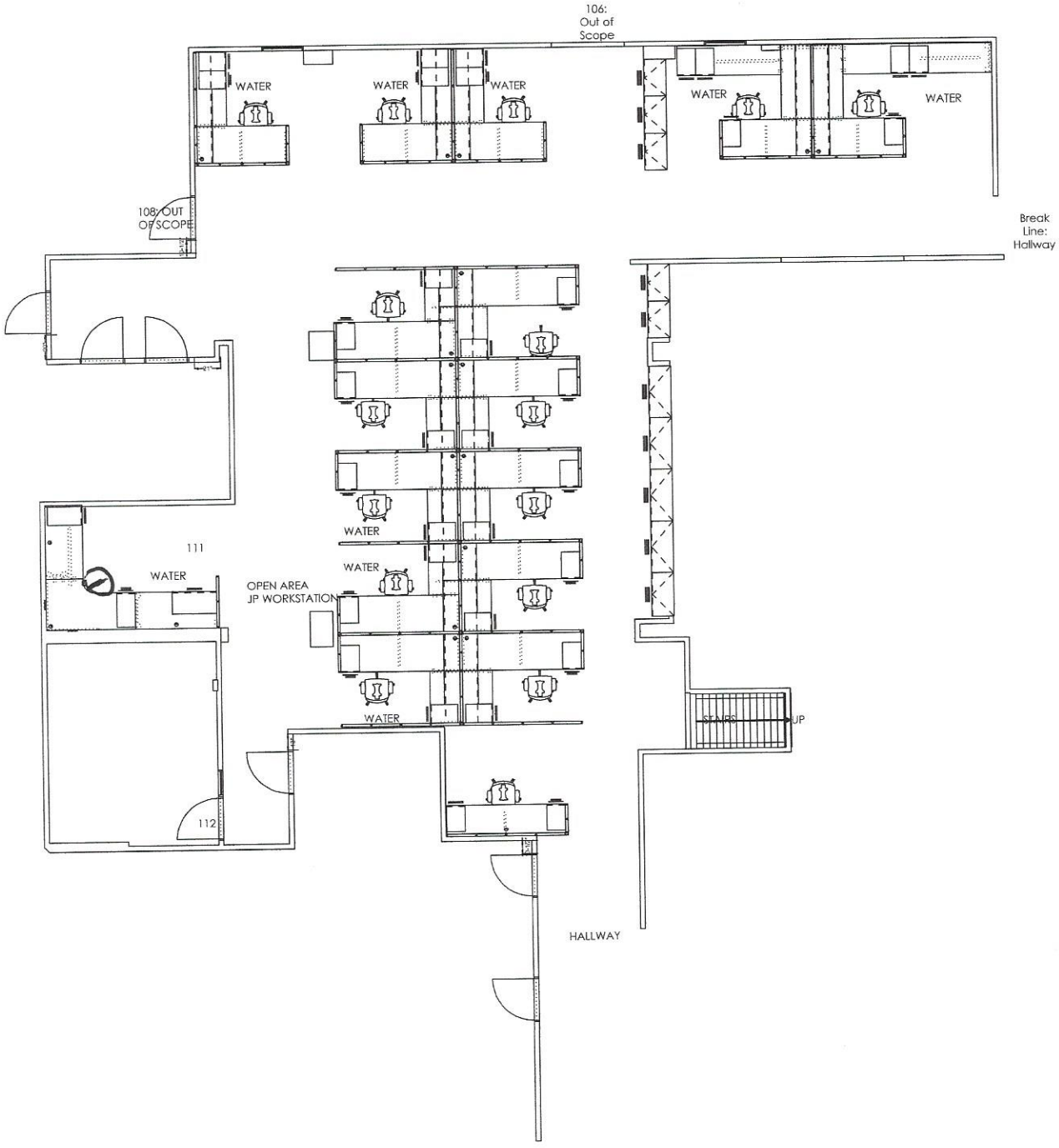
Subtotal	$218,430.38
Sales Tax (6.0%)	$0.00
Total	$218,430.38

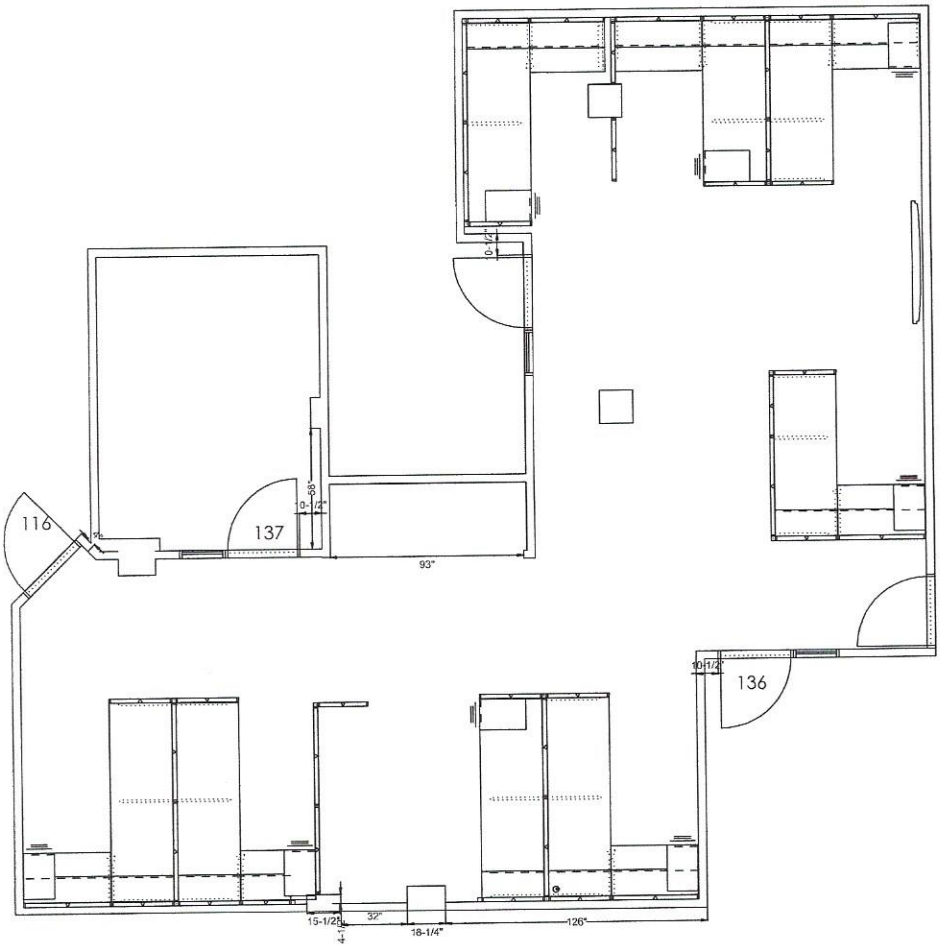
Signature _____

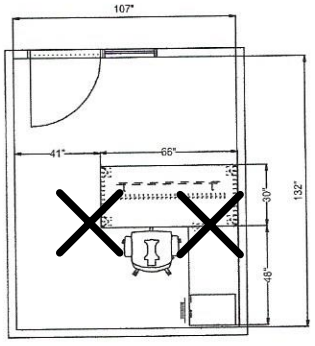
Phone #	Fax #	E-mail
786-263-1494	978-562-0811	modem@ais-inc.com


Permit Clerk
Customer Service


236
2ND FLOOR
OPEN AREA
PUBLIC WORKS
JESSICA
WATER
WATER
235
234
WATER
WATER
WATER
WATER
WATER
THIS WALL IS 28.5" NOT 30"
STAIRS
225
FIRE EXTINGUISHER
DO NOT BLOCK!
224
233
232
(x2) BLUE 77"x32" LARGE
PRINTER STATIONS
Worksurface
Cut to Fit around
column
PUBLIC WORKS
231
230


106:
Out of
Scope
WATER
WATER
WATER
WATER
WATER
108: OUT
OF SCOPE
Break
Line:
Hallway
111
WATER
OPEN AREA
JP WORKSTATION
WATER
WATER
WATER
STAIRS
UP
112
HALLWAY


116
137
136
93"
10-1/2"
15-1/2"
32"
18-1/4"
126"
4-1/2"


107"
41"
66"
30"
132"
48"

City Hall Lobby

Your Office, Inc.

609 NW 28th Street
Wilton Manors, FL 33311

Quote

Date	Estimate #
6/9/2025	4636

Name / Address	Ship To
City of North Miami Beach 17011 NW 19th Avenue North Miami Beach, FL 33162	City of North Miami Beach 17011 NW 19th Avenue North Miami Beach, FL 33162

Terms	Project
Net 30	

Item	Description	Qty	Rate	Amount	Markup	Total
notes	This quote uses State of FL Contract 56120000-24-NY-ACS and OMNIA Contract #R240101	1	0.00	0.00		0.00T
TAGGING	Lobby of City Hall	1	0.00	0.00		0.00T
LHKRLLCR...	AIS Hakr Lounge Series with ledge, round corner	6	3,677.00	22,062.00	-54.00%	10,148.52
LJ1	AIS Juggle Chair, cross wire base	12	1,257.00	15,084.00	-54.00%	6,938.64
LNV1C	AIS NV Club Chair, metal legs	8	1,793.00	14,344.00	-54.00%	6,598.24
TL-PRTB2	AIS Prisma 32" small coffee table	2	1,700.00	3,400.00	-54.00%	1,564.00
TL-PRTB3	AIS Prisma 20" Side Table	4	1,185.00	4,740.00	-54.00%	2,180.40
X-CP424812	AIS Calibrate Series Planters 42H x 48W x 12D	8	2,281.00	18,248.00	-81.50%	3,375.88
X-CP425424	AIS Calibrate Series Planters 42H x 54W x 24D	3	2,805.00	8,415.00	-81.50%	1,556.77
X-DSS4824	AIS Desk Shell 48 x 24 (payment stations)	2	1,324.00	2,648.00	-81.50%	489.88
A-ADTCW	AIS Clamp Mount power/usb ports (payment stations)	2	1,297.00	2,594.00	-77.25%	590.13
3500CBK	AIS Pierce Side Chair (payment stations)	2	414.00	828.00	-67.80%	266.62
Divi	AIS Divi 30 x 60 Security Station with transaction counter	1	7,638.00	7,638.00	-77.25%	1,737.64
4400C	AIS Bolton Series High back Task Chair with 4-d adj arms, headrest	1	1,033.00	1,033.00	-67.80%	332.63

	Subtotal
	Sales Tax (6.0%)
	Total

Signature

Phone #	Fax #	E-mail
954-530-0137	954-567-1439	yourofficefl@aol.com

Your Office, Inc.

609 NW 28th Street
Wilton Manors, FL 33311

Quote

Date	Estimate #
6/9/2025	4636

Name / Address	Ship To
City of North Miami Beach 17011 NW 19th Avenue North Miami Beach, FL 33162	City of North Miami Beach 17011 NW 19th Avenue North Miami Beach, FL 33162

Terms	Project
Net 30	

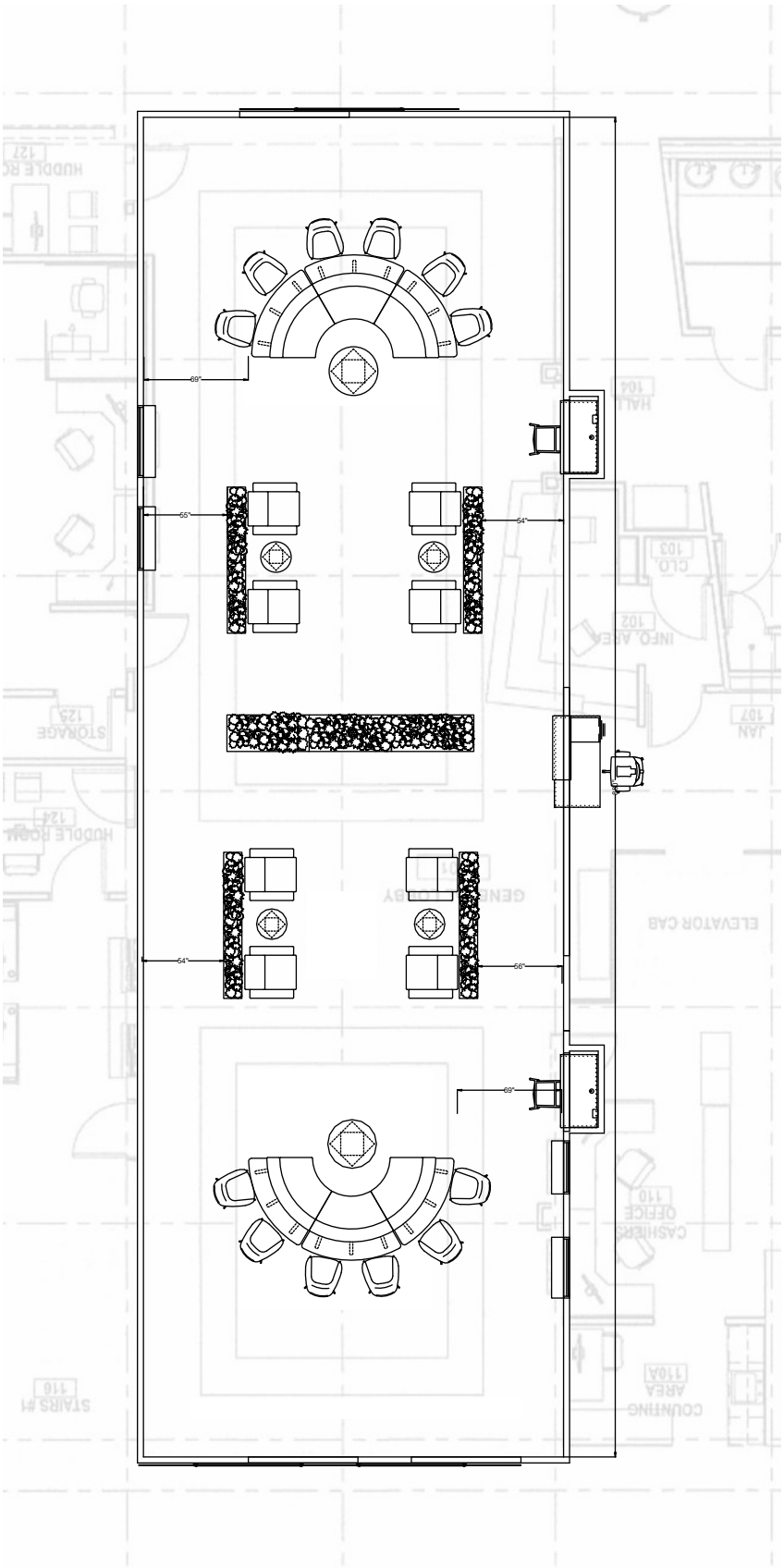
Item	Description	Qty	Rate	Amount	Markup	Total
Del/Install	Receive, deliver and install during normal business hours	1	2,200.00	2,200.00		2,200.00

Subtotal	$37,979.35
Sales Tax (6.0%)	$0.00
Total	$37,979.35

Signature _____

Phone #	Fax #	E-mail
954-530-0137	954-567-1439	yourofficefl@aol.com

DRAFT LOBBY - CITY HALL



OPTION 1: SECURITY DESK - NON-POWERED

OPTION 2: SECURITY DESK -POWERED

Water Quality Dept.

Southwest Solutions Group, Inc.
2535 E State Hwy 121
Suite 110-B
Lewisville, TX 75056
Phone: (800) 803-1083
Fax: (972) 250-2229
SouthwestSolutions.com

SOUTHWESTSOLUTIONSGROUP
business efficiency systems

Budget # 155539

Date: June 5, 2025

Project # 134036

Not to Exceed Budget - Contact for Exact Price

BILL TO:

Valentina Ramirez
Norwood Water Treatment Plant
19150 NW 8th Ave
Miami Gardens, FL 33169

INSTALL TO:

Valentina Ramirez
Norwood Water Treatment Plant
19150 NW 8th Ave
Miami Gardens, FL 33169

SALESPERSON	BUDGET NAME	PAYMENT TERMS	LEAD TIME
Chris Morris (214) 878-6765 cmorris@southwestsolutions.com	**Norwood Water Treatment Plant Laboratory Casework**	Net 30 - Billable upon delivery, payment due in 30 days	12 to 14 weeks (after receipt of order)

Norwood Water Treatment Plant

LINE	DESCRIPTION	LINE TOTAL
1	**Laboratory Casework with Phenolic Resin Worksurfaces**	$155,000.00

Painted metal laboratory casework to match the preliminary design "Norwood Water Treatment Plant Preliminary Drawings - Southwest Solutions Group".

This is a preliminary budget for qualification purposes only.

A consultative site visit is included upon receipt of this order to verify all on-site measurements and to confirm that the casework is designed correctly. Any revisions made to the bill of materials after this visit is completed will affect the final investment and will require a change order.

Supply and Shipping Charges: $116,000.00

Consultation, Installation: $39,000.00

- Non-Mechanical Installation Only
- The quote is NOT based on Prevailing Wage or Union labor
- No Provisions Made for Electrical Connections
- No Provisions Made for Plumbing Connections
- No Provisions Made to Caulk Backsplash, Tops, Or Cabinets to the Wall
- Turn Over Electrical/Plumbing Fixtures to Owner for Installation
- Hoisting, If Necessary, Supplied by Others
- Remove Debris Left from Our Duties to the Job Site Dumpster
- Quote Based on Project in Finished Stage
- Quote Based on Owner Removing All Items from Work Area
- Additional Trip Charge Will Occur If Completed in Phases

Southwest Solutions Group, Inc.
2535 E State Hwy 121
Suite 110-B
Lewisville, TX 75056
Phone: (800) 803-1083
Fax: (972) 250-2229
SouthwestSolutions.com

SOUTHWESTSOLUTIONSGROUP
business efficiency systems

Budget # 155539

Date: June 5, 2025
Project # 134036

Not to Exceed Budget - Contact for Exact Price

BILL TO:

Valentina Ramirez
Norwood Water Treatment Plant
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Miami Gardens, FL 33169

INSTALL TO:

Valentina Ramirez
Norwood Water Treatment Plant
19150 NW 8th Ave
Miami Gardens, FL 33169

SALESPERSON	BUDGET NAME	PAYMENT TERMS	LEAD TIME
Chris Morris (214) 878-6765 cmorris@southwestsolutions.com	**Norwood Water Treatment Plant Laboratory Casework**	Net 30 - Billable upon delivery, payment due in 30 days	12 to 14 weeks (after receipt of order)

Norwood Water Treatment Plant

LINE	DESCRIPTION	LINE TOTAL

The pricing listed above is in accordance with our Equalis Contract.

Orders are to be placed with:

Southwest Solutions Group
2535 East State Highway 121, Suite 110-B
Lewisville, TX 75056

To ensure timely processing of your order, please address the contract as shown above.

Equalis Contract No: COG-2152P
Lead Agency: CCOG

Not to Exceed Budget:	$155,000.00
Add sales tax if applicable:	$0.00
Not to Exceed Total Budget:	**$155,000.00**

1. **Once Not to Exceed Budget is approved, then please contact us for exact pricing.**
2. **Not to Exceed Budget is valid for 90 days. After 90 days, please add 6% annually to the budget to account for inflation.**

Financing options available. Click here to apply.

CABINETS

Cabinet Type: N/A

Color, Cabinet: To Be Determined

Color, Door/Drawer: To Be Determined

Pull Type: N/A — Color, Pull: N/A

Hinge Type: N/A — Locks: N/A

COUNTERTOPS & SINKS

Countertop Type: N/A

Top Thickness: N/A — Color, Top: N/A

Sink Material: N/A — Color, Sinks: N/A

Sink Type: N/A

FIXTURES

Fixtures: N/A

Fixture Color: N/A

Fixture Handles: N/A

FUME HOOD

Fume Hood Type: N/A

Color, Fume Hood: To Be Determined

Pre-Wired: N/A

Fume Hood Fixtures: N/A

Pre-Plumbed: N/A

Airfoil: N/A

Hood Alarm: N/A

Duct Collar Type: N/A

Duct Collar Size: N/A

PROJECT NAME & ADDRESS

PROJECT #:

DATE: 5/14/2025

SCALE: 3/8" = 1'-0"

Drawn By: NOAH NICHOLS

NUMBER	REVISION/ISSUE	DATE:

DRAWING APPROVAL CHECK APPROPRIATE BOX

☐ APPROVED AS SUBMITTED

☐ APPROVED, EXCEPT AS NOTED ON DRAWINGS

☐ REJECTED, SEE DRAWINGS FOR CHANGES AND RESUBMIT

SIGNATURE

PRINT NAME

APPROVAL DATE:

SHEET NUMBER

1 OF 3

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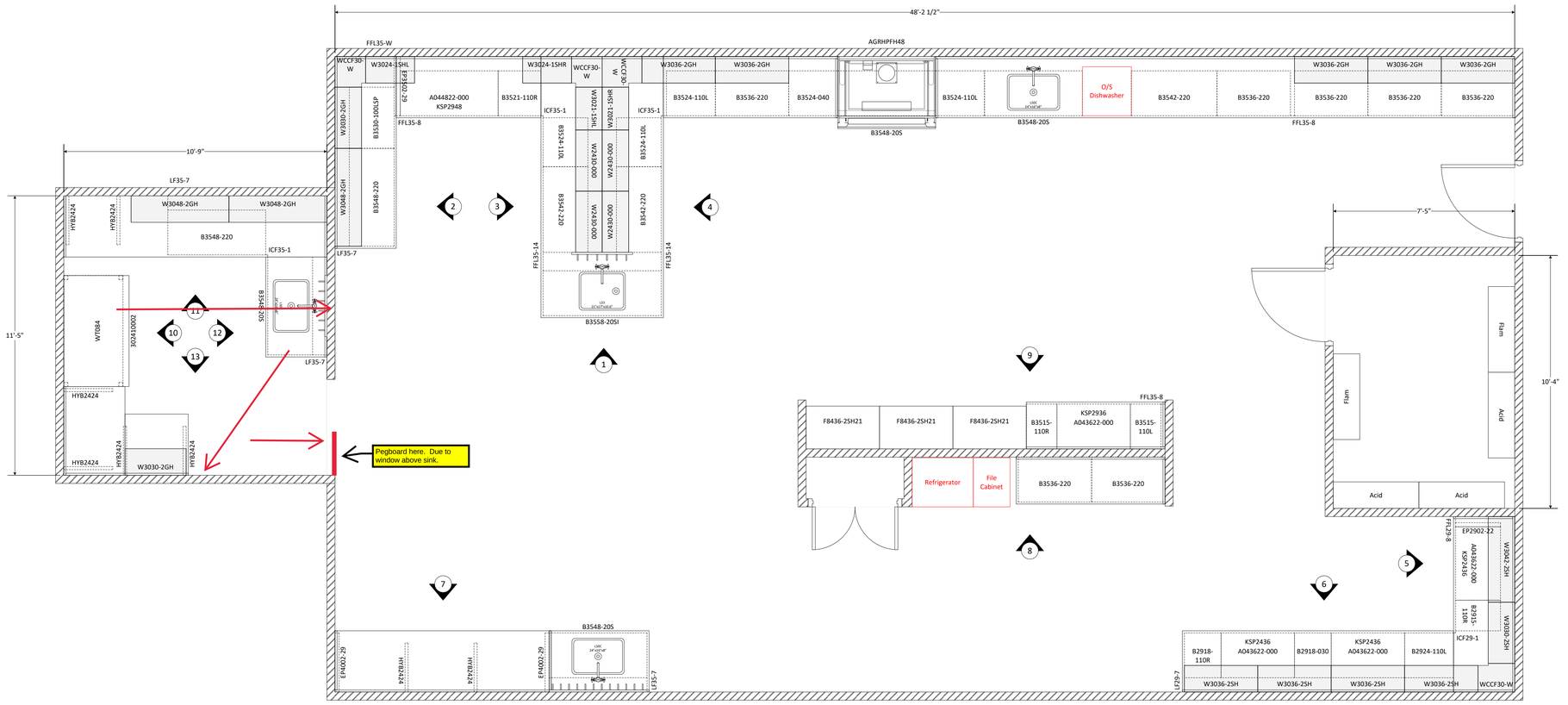

SSG

PROJECT:

DATE: 5/14/2025

SCALE: 3/8" = 1'-0"

PROJECT NAME & ADDRESS

General Notes

No.	Revisions	Date	No.	Revisions	Date

DRAWN BY: NOAH NICHOLS

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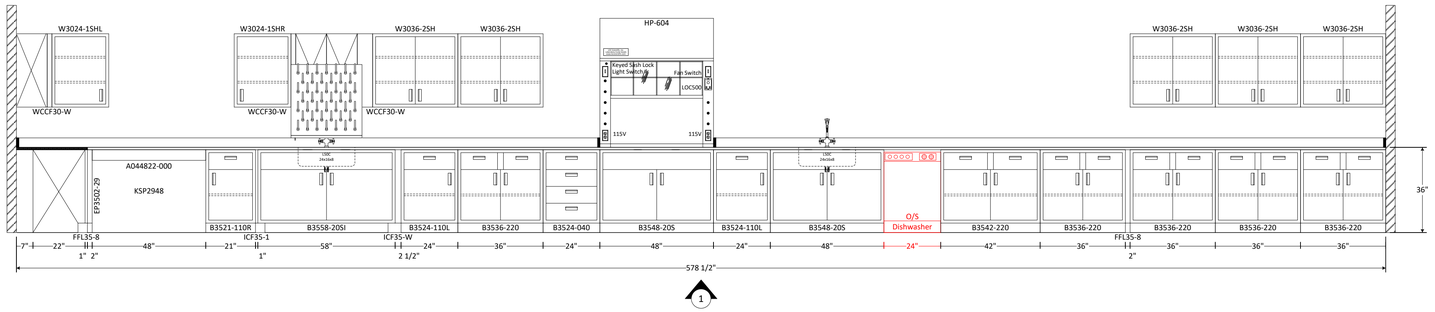
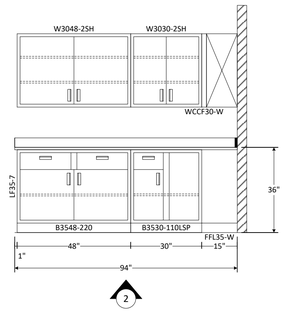
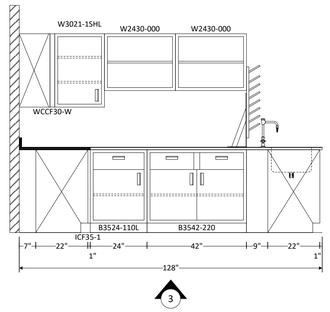
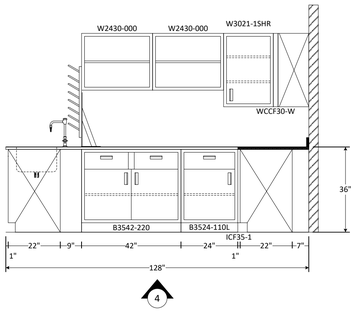
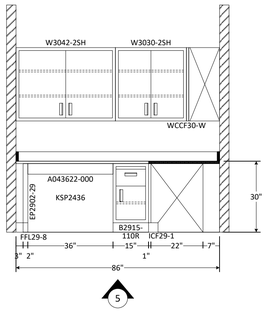
DRAWING NUMBER

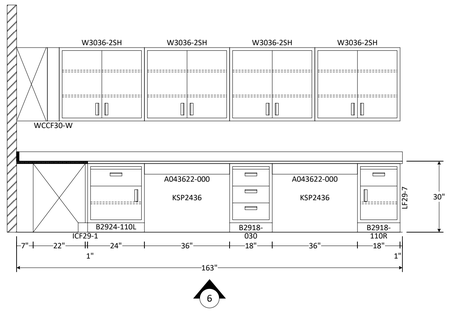


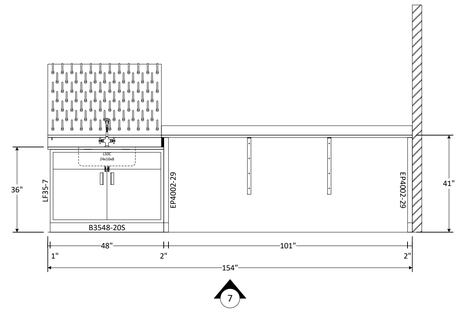


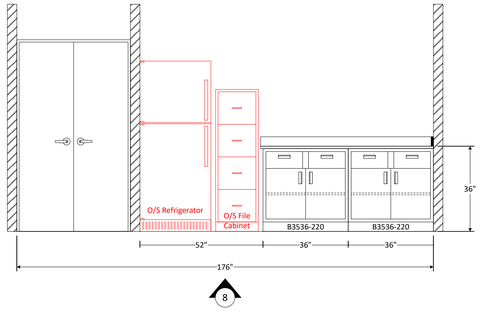


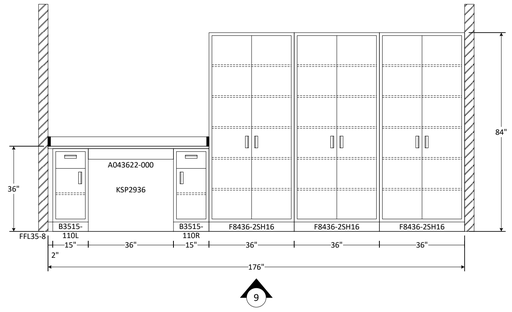


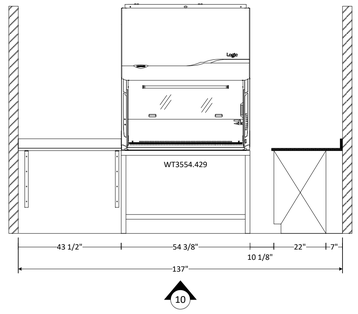


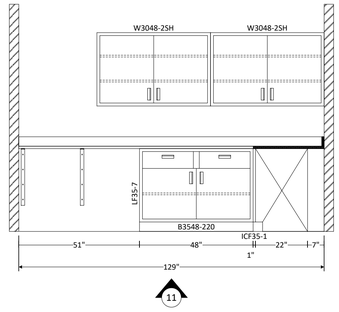


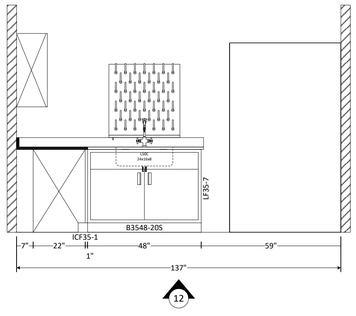


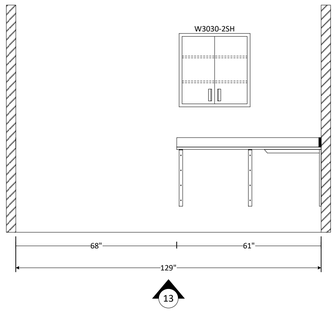












SSG

PROJECT:

DATE: 5/14/2025

SCALE: 3/8" = 1'-0"

PROJECT NAME & ADDRESS

General Notes

No.	Revisions	Date	No.	Revisions	Date

DRAWN BY: NOAH NICHOLS

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DRAWING NUMBER

3 OF 3

DocuSign Envelope ID: FF0EB690-8EF2-4F65-891B-A1D941E8BDD7

Alternate Contract Source (ACS)
No. 56120000-24-NY-ACS
For
Furniture, All Types

This Alternate Contract Source No. 56120000-24-NY-ACS Furniture, All Types (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and Jasper Seating Company, Inc. (Contractor), located at 225 Clay Street, Jasper, IN 47546 collectively referred to herein as the "Parties."

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

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

WHEREAS, the State of New York, Office of General Services, competitively procured Group 20915 Furniture, All Types (except Hospital Room and Patient Handling), and awarded Contract No. PC70219 Furniture, All Types (Master Contract), with the Contractor;

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

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

1. **Term and Effective Date.**

The Master Contract became effective December 5, 2023, and its term currently ends on December 1, 2028. The Master Contract has up to five years of renewals available. The Contract will become effective on April 10, 2024 or on the date signed by all Parties, whichever is later. The Contract will expire on December 1, 2028 unless terminated earlier or renewed in accordance with Exhibit A, Additional Special Contract Conditions.

2. **Order of Precedence.**

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

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

a) This Contract document
b) Exhibit A: Additional Special Contract Conditions (Florida)
c) Exhibit B: Special Contract Conditions (Florida)
d) Exhibit C: Price Sheet
e) Exhibit D: Preferred Pricing Affidavit
f) Exhibit E: Master Contract (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

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

3. Purchases off this Contract.

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

4. Primary Contacts.

Department's Contract Manager:
Corrina Azard
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 410-0978
Email: Corrina.Azard@dms.fl.gov

Contractor's Contract Manager:
Kathy Vonderheide
Jasper Seating Company, Inc.
225 Clay Street
Jasper, IN 47546
Telephone: (800) 457-4511
Email: kvonderheide@jaspergroup.us.com

DocuSign Envelope ID: FF0EB690-8EF2-4F65-891B-A1D941E8BDD7

5. Modifications.

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

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

JASPER SEATING COMPANY, INC.

DocuSigned by:
Amanda Keithley
795AA027087240D...

Amanda Keithley,
Contract Administrator

4/16/2024 | 10:48 AM PDT

Date:

DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:
Pedro Allende
C947139294934B5...

Pedro Allende, Secretary

4/22/2024 | 11:06 AM EDT

Date:

Department of MANAGEMENT SERVICES
Division of State Purchasing

Subcontractor/Dealer/Reseller Information Form

Contract Name: Furniture, All Types
Contract Number: 56120000-24-NY-ACS
Contractor Name: Affordable Interior Systems, Inc.

*** * * PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY * * ***

Counties Served: If the subcontractor/dealer/reseller does not provide products/services statewide, press ***Ctrl + M*** *to unhide the columns after Column M (Approved Date) and select "Y" for each county served; press* ***Ctrl + Q*** *to rehide the columns.*

Subcontractor/Dealer/Reseller Name	Website	Contact Name	Email	Phone	ext.	Address	City	State	Zip	+4	Counties Served *(SEE ABOVE)*	Approved Date (DMS USE ONLY)
Alabama Contract Sales	www.alabamacontractsales.com	Clint DeCoux	clint@alabamcontractsales.com	334-821-4500		507 Old Stage Rd.	Auburn	AL	36830		Statewide	2/9/2023
All American Office Furniture	allamericanofficefurniture.com	Fernando Lopez	falopez@allamericanof.net	239-260-8010		2730 Fowler Street	Fort Myers	FL	33901		Statewide	2/9/2023
AOE OF FLORIDA DBA BOS ORLANDO	WWW.BOS.COM	Angel Shawyer	angel.shawyer@bos.com	407-805-9911		200 Technology Park , Suite 1020	Lake Mary	FL	32746		Statewide	2/9/2023
AOE OF FLORIDA DBA BOS Tampa	www.bos.com	Michael Furnari	michael.furnari@bos.com	(813) 549-7310		1600 E 8th Ave # C201	Tampa	FL	33605		Statewide	4/17/2024
Berwin Inc. dba JC White Architectural Interior Products	www.jcwhite.com	Phil Wodecki	phil.wodecki@jcwhite.com	954-499-6677	264	3501 Commerce Pkwy	Miramar	FL	33025		Statewide	2/9/2023
Blu Salmon, LLC	www.blusalmon.com	Lori Storey	lori@blusalmon.com	917-903-0559		33 West Garden Street, Set. 10	Pensacola	FL	32502		Statewide	3/11/2025
Center Line Associates	www.centerlineassociates.com	Alyssa Chambless	alyssa@centerlineassociates.com	850-362-0019		418 Racetrack Rd. NE	Ft. Walton Beach	FL	32547		Statewide	2/9/2023
Commercial Design Services	cdstampa.com	Kevin Gray	kgray@cdsjax.com	904-365-6929	502	8172 Baymeadows Way West	Jacksonville	FL	32256		Statewide	2/9/2023
Corporate Interiors, Inc.	the-cigroup.com	Drew Marshall	dmarshall@the-cigroup.com	813-341-3413		12115 28th Street N	St. Petersburg	FL	33716		Statewide	2/9/2023
Designers West Interiors Inc.	n/a	Kristin Becker	kbecker.designerswest@gmail.com	407-601-3433		5609 S. Orange Avenue	Orlando	FL	32809		Statewide	2/9/2023
Empire Office, Inc.	www.oe-furniture.com	Peri Silber	psilber@empireoffice.com	954-707-6177		2 Oakwood Boulavard, Suite 140	Hollywood	FL	33020		Statewide	2/9/2023
Ernie Morris Enterprises, Inc.	www.erniemorris.com	Tim Morris	salesteam@erniemorris.com	352-793-2745		232 North Main Street, P.O. Box 818	Bushnell	FL	33513		Statewide	2/9/2023
Holmes & Brakel International Inc.	www.holmesbrakel.com	Sharifi Houssian	shoussian@holmesbrakel.com	813-808-1574		2209 E. 7th Ave Suite B	Tampa	FL	33605		Statewide	2/9/2023
Imageworks C317, LLC.	www.goimageworks.org	Sherry Poole	spoole@gombi.com	901-542-4205		4539 W. Distriplex Dr.	Memphis	TN	38118		Statewide	2/9/2023
Imageworks C317, LLC.	www.goimageworks.org	Damon Calen	damon@goimageworks.org	850-441-3605		1119 Florida Ave.	Lynn Haven	FL	32444		Statewide	2/9/2023
Innerspaice Architectural Interiors, LLC	www.innerspaice.com	Mark Todd	mtodd@innerspaice.com	850-664-1249		139 SE Eglin Pkwy.	Ft. Walton Beach	FL	32548		Statewide	2/9/2023
Interior Contract Services	www.interiorcontract.com	Pete Simpson	psimpson@interiorcontract.com	407-294-4141		3939 North John Young Parkway	Orlando	FL	32804		Statewide	2/9/2023
Interior Fusion, LLC - Jacksonville	www.interiorfusion.us	Steve Jacobs	sjacobs@ifsdv.com	904-731-0063		8409 Baymeadows Road	Jacksonville	FL	32256		Statewide	2/9/2023
Interior Fusion, LLC - Tampa Bay	www.interiorfusion.us	Richard Fendley	admin@ifsdv.com	727-275-1200	113	7225B Bryan Dairy Road	Largo	FL	33773		Statewide	2/9/2023
M Hanson & Company, Inc.	mhansonco.com	Katia Carrasco	katia@mhansonco.com	954-630-1500	110	501 N. Andrews Ave, #103	Fort Lauderdale	FL	33301		Statewide	2/9/2023
OFDC Commercial Interiors	www.ofdc-inc.com	Nicholas Gabrielsen	ngabrielsen@ofdc-inc.com	239-337-1212		11866 Metro Parkway	Fort Myers	FL	33966		Statewide	2/9/2023
Office Equipment Company of Mobile (OEC)	www.oecbi.com	Gerri Holland	gholland@oecbi.com	251-471-3368		104 East I-65 Service Rd. N.	Mobile	AL	36607		Statewide	2/9/2023
Office Furniture Solutions of Florida LLC	www.officesolutionsfl.com/	Lise Wagner	Lise@officesolutionsfl.com	954-973-7997		1751 W. Copans Rd	Pompano	FL	33064		Statewide	2/9/2023
Office Images - OE&S	www.officeimagesinc.com/oes-jacksonville/	Madelen Salter	MSalter@oesjax.com	904-398-9761		1524 San Marco Boulevard	Jacksonville	FL	32207		Statewide	4/17/2024
Office Worx, Inc.	http://www.office-worx.com/	Brian Clark	briclark@office-worx.com	813-855-5844		475 Roberts Road	Oldsmar	FL	34677		Statewide	2/9/2023
Perdue, Inc.	www.perdueoffice.com	Justin Perez	justin.perez@perdueoffice.com	904-807-5784	5784	5 W Forsyth St.	Jacksonville	FL	32202		Statewide	2/9/2023
Pradere Mfg Corp dba Pradere Office Products	http://www.pradereoffice.com/	Michelle Pradere	michelle@pradereoffice.com	305-823-0192		7655 West 20 Aavenue	Hialeah	FL	33014		Statewide	2/9/2023
RKR & Associates, LLC	www.rkrofficefurniture.com	Ray Rogers	rayrogers@rkrofficefurniture.com	352-208-8642		10620 SW 69th Terrace	Ocala	FL	34476		Statewide	2/9/2023
School Specialty, LLC	www.schoolspecialty.com	Leonard Adkins	leonard.adkins@schoolspecialty.com	888-388-3224		100 Paragon Parkway	Mansfield	FL	44903		Statewide	2/9/2023
Studio 71 Office Furnishings	www.studio71.us	Melanie Taylor	mtaylor@studio71.us	904-993-4774		8859 La Terrazza Place	Jacksonville	FL	32217		Statewide	2/9/2023
TAC Commerical Moving Company	taccommericalmoving.com	Thomas Camera	tcamera48@gmail.com			111 N Bayshore Blvd	Clearwater	FL	33759		Statewide	2/9/2023
The Outlet Center of Florida, Inc	https://www.officefurniture4sale.com/	Montira Suthasinekul	ar@officefurniture4sale.com	305-889-3364	201	1790 W 8 Ave.	Hialeah	FL	33010		Statewide	2/9/2023
W.B. Mason Co. Inc.	www.wbmasoninteriors.com	Daniel DiTaranto	daniel.ditaranto@wbmason.com	888-926-2766	8596	11741 Philips Hwy	Jacksonville	FL	32256		Statewide	3/11/2025
Wrk Lab, Inc.	www.wrklab.com	Daniel Garcia	dgarcia@wrklab.com	305-400-8101		3605 NW 115th Ave	Doral	FL	33178		Statewide	2/9/2023
Your Office Inc	N/A	Chuck Williams	yourofficefl@aol.com	954-530-0137		609 NW 28th St	Wilton Manors	FL	33311		Statewide	4/16/2025

Contract Portfolio

Last Updated: June 2025

Equalis Group is a Member-Driven organization that embodies the power of partnership. Equalis Group operates with the guiding principle that when the objectives of buyers and sellers are aligned, sustainable value is created, transcending that of the typical short-term transactional relationship. With this differentiated approach, Equalis Group is not just a cooperative purchasing organization; we are a family.

Explore additional contract highlights and details by simply clicking the supplier's name in the first column or visit www.EqualisGroup.org/Contracts

Supplier Name	Contract #	Categories	Products & Services Available	Lead Agency	Current Term Through	Renewable Through
Allseating	COG-2152A	Facilities & MRO, Furniture & Storage	Office Furniture, School Furniture	CCOG	December 31, 2027	December 31, 2028
AmTab	COG-2152B	Educational Products & Services, Facilities & MRO, Furniture & Storage	Office Furniture, School Furniture	CCOG	December 31, 2027	December 31, 2028
Educational Environments	COG-2152E	Educational Products & Services, Facilities & MRO, Furniture & Storage	School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028
Fellowes	COG-2152C	Facilities & MRO, Furniture & Storage	Modular Walls, Office Furniture, Office Storage, School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028
Foliot Furniture	COG-2152D	Educational Products & Services, Facilities & MRO, Furniture & Storage	Office Furniture, Office Storage, School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028
Haskell Education	COG-2152F	Educational Products & Services, Facilities & MRO, Furniture & Storage	School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028
HiTouch Contract Furniture	COG-2152G	Facilities & MRO, Furniture & Storage	Office Furniture, Office Storage, School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028
Insidesource	COG-2152Q	Facilities & MRO, Furniture & Storage	Office Furniture, Office Storage, School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028
Interior Environments	COG-2152H	Educational Products & Services, Facilities & MRO, Furniture & Storage	Office Furniture, Office Storage, School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028
Kaplan Early Learning Company	COG-2152J	Educational Products & Services, Facilities & MRO, Furniture & Storage	School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028
Krueger International	COG-2152K	Educational Products & Services, Facilities & MRO, Furniture & Storage	Office Furniture, Office Storage, School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028
Lakeshore Learning Materials	COG-2152L	Educational Products & Services, Facilities & MRO, Furniture & Storage	School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028
National Business Furniture	COG-2152M	Facilities & MRO, Furniture & Storage	Office Furniture, Office Storage	CCOG	December 31, 2027	December 31, 2028
National Public Seating	COG-2152N	Facilities & MRO, Furniture & Storage	Office Furniture, Office Storage, School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028
NorvaNivel	COG-2152S	Educational Products & Services, Facilities & MRO, Furniture & Storage	Office Furniture, Office Storage, School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028
Pedagogy Furniture	COG-2152S	Educational Products & Services, Facilities & MRO, Furniture & Storage	Office Furniture, Office Storage, School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028
Savoy Contract Furniture™	COG-2152I	Educational Products & Services, Facilities & MRO, Furniture & Storage	Office Furniture, Office Storage, School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028
School Specialty	COG-2152O	Educational Products & Services, Facilities & MRO, Furniture & Storage	Office Furniture, Office Storage, School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028

Contract Portfolio

Last Updated: June 2025

Equalis Group is a Member-Driven organization that embodies the power of partnership. Equalis Group operates with the guiding principle that when the objectives of buyers and sellers are aligned, sustainable value is created, transcending that of the typical short-term transactional relationship. With this differentiated approach, Equalis Group is not just a cooperative purchasing organization; we are a family.

Explore additional contract highlights and details by simply clicking the supplier's name in the first column or visit www.EqualisGroup.org/Contracts

Supplier Name	Contract #	Categories	Products & Services Available	Lead Agency	Current Term Through	Renewable Through
Southwest Solutions Group	COG-2152P	Facilities & MRO, Furniture & Storage	Equipment Storage, Office Furniture, Office Storage, School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028
turnerboone	COG-2152R	Facilities & MRO, Furniture & Storage	Office Furniture, Office Storage, School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028
Vari	COG-2152T	Facilities & MRO, Furniture & Storage	Office Furniture, Office Storage	CCOG	December 31, 2027	December 31, 2028
W.B. Mason Interiors	COG-2152U	Educational Products & Services, Facilities & MRO, Furniture & Storage	Office Furniture, Office Storage, School Furniture, School Storage	CCOG	December 31, 2027	December 31, 2028

General Terms and Conditions of Master Agreement

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**") is entered into by and between The Cooperative Council of Governments, Inc. ("**CCOG**"), Southwest Solutions Group ("**Winning Supplier**"), and Equalis Group, LLC ("**Equalis**" or "**Equalis Group**"). Throughout this Master Agreement, CCOG, Winning Supplier, and Equalis are referred to interchangeably as in the singular "Party" or in the plural "Parties."

1. RECITALS

A. CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and serves as a lead agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services to be made available to current and prospective Equalis Group members ("**Equalis Group Member**" or "**Member**").

B. Equalis is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, contract management, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.

C. To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a Member. The term "**Public Sector Entities**" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.

D. Any organization that is exempt from federal income tax under Section 501(c)(3) of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including for-profit companies, may also join Equalis Group as a Member.

E. Equalis Group makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with Equalis for the purpose of providing additional benefits to the members of such Association Partners.

F. Members, Association Partners, and Association Partners' members are referred to throughout this Master Agreement as Equalis Group participants ("**Equalis Group Participants**").

G. CCOG issued a request for proposal ("RFP") on behalf of Equalis Group Participants and solicited responses from companies ("**Respondent**") for furniture solutions with related products and services and awarded a contract to Winning Supplier as a responsible Respondent whose proposal was most advantageous to CCOG. The products and services made available in this contract are defined by the contents of the Winning Supplier's Cost Proposal submission ("**Products & Services**").

H. CCOG and Equalis agree to make the Products & Services from Winning Supplier available to Equalis Group Participants and Winning Supplier agrees to provide the same to Equalis Group Participants who purchase Products & Services ("**Program Participants**") subject to the terms of this Master Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

2. TERMS & CONDITIONS

2.1. **Personnel & Equipment**. The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Winning Supplier. Winning Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services to all Program Participants throughout the Term of this Master Agreement and any Customer Agreement.

2.2. **Supplemental Agreements**. Winning Supplier may enter into separate supplemental agreements with an Equalis Group Participant and/or Program Participant to further define the terms and conditions of purchasing Products & Services (**"Customer Agreement"**). Notwithstanding the foregoing, by ordering products or services under this Master Agreement, all terms and conditions of this Master Agreement will be incorporated into a resulting Customer Agreement unless the Customer Agreement as mutually agreed between Winning Supplier and the Program Participant states otherwise. Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement.

2.3. **Pricing**

a. **Not-To-Exceed Pricing**. All contract pricing is "*Not-To-Exceed Pricing*" where Members will receive pricing that does not exceed the per unit pricing provided by the Respondent in Attachment B. Winning Supplier may adjust pricing lower if needed, without any approval needed, but cannot exceed the pricing on their contract price list.

b. **Pricing Adjustments**. No price increases are permitted within the first ninety (90) days of this contract's Effective Date. Should it become necessary or proper during the Term of this Agreement to make any change in design or any alterations that will increase expense, Equalis Group must be notified immediately. Price increases must be approved by CCOG and no payment for additional materials or services, beyond the amount stipulated in the Agreement, shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter.

It is Winning Supplier's responsibility to keep all pricing up to date and on file with Equalis Group. All price changes must be provided to Equalis Group, using the same format as was accepted in the original contract.

c. **Rates & Charges**. The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in contract price list. Winning Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in Winning Supplier's cost proposal.

2.4. **The Term**. This Master Agreement and the Appendices attached hereto will become effective as of effective date identified in the **Master Agreement Signature Form** (the "**Effective Date**"). This Master Agreement will remain in effect for four (4) years and will expire on the date identified in the **Master Agreement Signature Form** (the "**Termination Date**") unless extended, terminated, or cancelled as set forth in the Master Agreement (the "**Initial Term**"). This Master Agreement may be renewed for one (1) additional one (1) year period by CCOG (a "**Renewal Term**") unless this Master Agreement is terminated as set forth herein. By mutual consent of the Parties, the Term of this Master Agreement may be extended beyond the Initial and Renewal Term (the "**Extended Term**"). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the "**Term**."

2.5. **Formation of Contract**

a. **Respondent Contract Documents**. CCOG and Equalis Group will review proposed Respondent contract documents. Respondent's contract document shall not become part of CCOG and Equalis Groups' contract with Respondent unless and until an authorized representative of CCOG and Equalis Group reviews and approves it.

b. **Entire Agreement**. This Master Agreement, including its Recitals, together with all components of the RFP, the components of the Winning Supplier's proposal, attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party. Winning Supplier's complete and final RFP response is hereby incorporated into and made part of this Master Agreement.

c. **Modification**. No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein, shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.

d. **Assignment**. This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Winning Supplier and Equalis may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either Winning Supplier or Equalis shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.

e. **Order of Precedence**.

1. General terms and conditions of Master Agreement;
2. Specifications and scope of work, as awarded;
3. Attachments and exhibits to the Master Agreement;
4. The solicitation and all attachments thereto; and
5. The Respondent's proposal and all attachments thereto.

2.6. Confidentiality.

a. **Obligation**. The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the "**Disclosing Party**") to which a Party(ies) (the "**Receiving Party**") may become privy during the Term of this Master Agreement (collectively, the "**Information**") constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties' Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties' Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party's employees, agents, subcontractors, and suppliers

with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.

b. Exceptions. Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party's expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

2.7. Indemnification. Winning Supplier shall protect, indemnify, and hold harmless both CCOG and Equalis Group, administrators, employees, and agents ("**Indemnified Parties**") against all claims, damages, losses and expenses ("**Claims**") arising out of or resulting from the actions of Winning Supplier, Winning Supplier employees or subcontractors in the preparation of the solicitation and the later performance under the contract, including any Customer Agreements with Program Participants ("**Losses**").

2.8. Winning Supplier Insurance. During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier's performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of $1,000,000 per occurrence/$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier's provision of Products & Services to Program Participants. CCOG, Equalis, and their respective officers, directors, employees, and agents will be named as certificate holders on Winning Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Winning Supplier shall submit to Equalis within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

2.9. Termination Rights. The Parties shall have the termination rights set forth below.

a. Insolvency. If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.

b. **Mutual Consent**. This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.

c. **Breach**. In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices.

2.10. Effects of Termination. Upon termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall immediately terminate. Winning Supplier shall immediately cease any sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the date of termination, Winning Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect either directly or through some other contract vehicle. Following the date of termination, CCOG and Equalis shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or Equalis Group supplier partner.

2.11. Audit of Winning Supplier. CCOG and Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

2.12. Force Majeure. This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Master Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, epidemic or pandemic, fire, flood, labor disorder not caused by Winning Supplier, civil commotion, closing of the public highways not caused by Winning Supplier, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("**Event of Force Majeure**"). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Master Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement. If the provision of Products & Services are impeded due to an Event of Force Majeure, then Winning Supplier may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Equalis and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.

2.13. Notices. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("**Notice**") must be in writing and will be deemed given to the Addresses for Notices (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that the day-to-day business communications, including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.

a. **Addresses for Notices**. Written notices for the Winning Supplier will be sent to the remittance address provided with the Winning Supplier's proposal.

i. If to **CCOG**:

The Cooperative Council of
Governments, Inc.
Attn: Board President
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139
Facsimile: 440.337.0002

ii. If to **EQUALIS**:

Equalis Group, LLC.
Attn: Eric Merkle, SVP
5550 Granite Parkway,
Suite 298
Plano, Texas 75024

2.14. **Waiver**. Other than the rights and obligations with respect to payment provided by this Master Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement.

2.15. **Governing Law; Invalidity**. This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

2.16. **No Third-Party Beneficiaries; Survival of Representations**. This Master Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Master Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Master Agreement, in whole or in part.

2.17. **Execution in Counterparts**. This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

2.18. **Nondiscrimination & Intimidation**.

a. Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio, Winning Supplier, its subcontractors, or any person acting on a Winning Supplier's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

b. Winning Supplier expressly agrees that Winning Supplier, any of its subcontractors, or any person on behalf of Winning Supplier or its subcontractors in any manner shall not discriminate against or intimidate any

employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.

c. Winning Supplier expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.

(The rest of this page in intentionally left blank)

PROPOSAL FORM 20: MASTER AGREEMENT SIGNATURE FORM

RESPONDENTS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD.

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company Name	Southwest Solutions Group
Address	2535 E. State Highway 121, Suite 110-B
City/State/Zip	Lewisville, TX 75056
Phone Number	972-214-8114
Email Address	mcurrent@southwestsolutions.com
Printed Name	Mark Current
Job Title	Vice President of Sales
Authorized Signature	Mark Current

Initial Term of the Master Agreement

Contract Effective Date:	January 1, 2024
Contract Expiration Date:	December 31, 2027
Contract Number:	**COG-2152P**

*(**Note**: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)*

The Cooperative Council of Governments, Inc.
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

By:	Franklyn A. Corlett (Jan 19, 2024 08:50 EST)
Name:	Franklyn A. Corlett
As:	CCOG Board President
Date:	Jan 19, 2024

Equalis Group, LLC.
5550 Granite Parkway, Suite 298
Plano, Texas 75024

By:	Eric Merkle (Jan 19, 2024 07:54 CST)
Name:	Eric Merkle
As:	EVP, Procurement & Operations
Date:	Jan 19, 2024

MIAMI-DADE COUNTY
ROADMAP

Pool No.: EVN0000246
Pool Title: Furniture (Office and Non-Office)
Pool Term: 09/01/2023 – 08/31/2028

A. Pool Overview:

This Request to Qualify (RTQ) will establish a Prequalified Pool of Vendors (Pool) that will be used to solicit various types of office and non-office furniture, including but not limited to replacement parts, upholstery, and related products and services for Miami-Dade County (County). Placement in the Pool is **not** a contract between the County and the Vendor, but an acknowledgement that the Vendor meets the qualifications as outlined throughout this RTQ. Vendor Submittals are accepted throughout the term of the RTQ for placement in such Pool.

Refer to pool for additional detailed information.

B. Groups, Brands, and/or Manufacturers:

Group 1: Purchase of Furniture and Related Products
Group 2: Furniture Services
Group 3: Furniture Services Requiring License

C. Pre-Qualified Vendors:

Company Name	Supplier ID	Name and Email Address	Group(s)	Manufacturer(s)
Advanced Filing Systems Inc d/b/a Florida Office Systems (SBE)	0000010529	David Stoutamire david@advancedfiling.com	1,2,3	Aurora Datum Eagle Group FASO Inc. Hallowell HI-Density Spacesaving Systems Tennsco LLC
All Rack & Shelving, Inc.	0000012203	Ron Rossiter allrackandshelving@gmail.com	1,2	Global Industrial Hallowell Husky Rack & Wire InterMetro Industries MiTek Quantum Storage Systems WireCrafters

Apricot Office Interiors, Inc. (SBE)	0000012000	Basil Bernard Basil.bernard@apricotos.com	1,2,3	9to5 Seating Affordable Interior Systems, Inc. (AIS) Allseating Barbican Architectural (Architectural Walls, Lighting and Acoustic Solutions) Benchmark Contract Furniture Claridge Products & Equipment LLC Clear Design COE/OfficeSource Collaorabtive Spacing CONSOLL Coriander Designs Corona Group Inc. Darran Furniture Industries ES Robbins chair mats Evolve Furniture Group Falcon & Thonet Fellowes-Modular Walls, Furniture, Workspace, Air Quality Management FireKing International GMi Companies dba Ghent (Ghent Healthcare and Waddell Collection) Groupe Lacasse Hi5 Furniture High Point Furniture Industries Indiana Furniture Industries, Inc. Integra Inc. Intelligent Office Furniture K&A Manufacturing, Inc. dba RightAngle Kantek Products KFI Furniture, LLC Lesro Lorell MergeWorks Myer Wells National Public Seating Neutral Posture Nevins Norix Group, Inc. OCISeating Office Star Products

Apricot Office Interiors, Inc. (SBE)	0000012000	Basil Bernard Basil.bernard@apricotos.com	1,2,3	Logiflex Groupe Lacasse Barbican Architectural Nevins

Arconas Corporation	0000015326	Sherry Martin smartin@arconas.com	1	Auweko Arconas Bene Green Furniture Concept Sellex Aero Bench USM Airportsystems

Berwin, Inc. dba JC White Architectural Interior Products	0000008551	Phil Wodecki phil.wodecki@jcwhite.com	1,2,3	AIS Allseating Arcadia Chair Company Atropex Inc. Aurora Storage Products, Inc. Benchmark Contract Furniture Bernhardt Design Boss Design Buzz Seating, Inc. Cabot Wrenn Clarus Collabarative Spaces Corona Group Inc. DARRAN Furniture Industries Davis Furniture Industries, Inc Dekko's Family of Brands (Studio, ECA, and Furnlite) Division Twelve Eko The Craft of Seating Enwork ERG International Evolve Furniture Group Falcon & Thonet Fellowes- Workspace Products Framery Oy Frasch Frovi North America Inc. Fulbright Glass Boards Global Furniture Group GMi Companies dba Ghent (Ghent Healthcare and Waddell Collection) Grand Rapids Chair Company Great Openings Groupe Lacasse Haworth HBF HBF Textile Division Humanscale Corporation Integra, Inc. Janus et Cie JSI Furniture Keilhaur (Includes Keilhauer's Standard) KFI Furniture, LLC Leland Furniture (Includes Freshcoast) Lesro Industries, Inc. Level 4 Designs

Berwin, Inc. dba JC White Architectural Interior Products (con't)	0000008551	Phil Wodecki phil.wodecki@jcwhite.com	1,2,3	Paul Brayton Designs Peter Pepper Products, Inc Prismatique Designs Ltd. PS Furniture, Inc. Rouillard Sandler Seating Safco Products Sitmatic Sit On it Seating Special-T, LLC Stylex Inc SURFACETech, Inc Teilen System Walls The HON Company The Senator Group TONIK LWP, LLC Versteel WB Manufacturing Workrite Ergonomics Workspace 48 Zgo Technologies Workrite Ergonomics 9to5 Seating Sedia Systems Hightower's DTANK Buzzi Space Pavilion Three H Furniture Spec Furniture DeskMakers Nevers Industries Office Star Martin Brattrud
Burke Gibson, LLC	0000106777	Jesse Howard jhoward@burkegibsonllc.com	1,2	Burke Gibson

Camilo Holdings	0000013686	Camilo Lopez lll camiloiii@camiloholdings.com	1	Camilo Holdings
Classroom Outfitters LLC (SBE)	0000004485	Laura Varela laura@classroomoutfitters.com	1	Allied Plastics Co. Alumni Classroom Furniture Inc. Evolve Furniture Group FireKing International Flash Furniture Fleetwood Foundations Worldwide Frog Furnishings Hallowell K & A Manufacturing, Inc. dba RightAngle Ergonomic Products Leisure Craft Inc. Offices To Go MooreCo, Inc. Palmer Hamilton, LLC Scranton Strong Hold Uline United Visual
Compass Office Solutions LLC	0000001675	Jose M. Diaz diazj@compass-office.com	1,2,3	Allsteel Clarus Connectrac Corp Design Fellowes-Workspace Products HON Company LLC Indiana Furniture Industries, Inc. OFS Carolina
Darran Furniture Industries Inc.	0000007292	Angie Eads aeads@darran.com	1	Darran Furniture

Dirtt Environmental Solutions Inc	0000015296	Steve Kennedy skennedy@dirtt.com	1,2,3	Dirtt Environmental Solutions Inc Compass Office Solutions
Empire Office	0000000850	Jasymin Destin jdestin@empireoffice.com	1	9 to 5 Seating DARRAN Furniture Industries AIS Benchmark Contract Furniture Steelcase Davis Furniture Industries Dekko's Family of Brands (Studio, ECA and Furnlite) Corona Group Inc. Norix Group, Inc. Tonik LWP, LLC Evolve Furniture Group Offices To Go Grand Rapids Chair Company Great Openings Integra, Inc. Kimball International Brands, Inc. Cabot Wrenn
Forms & Surfaces Inc	0000002418	Ed Pelaez Ed.Pelaez@forms-surfaces.com	1,2	Forms & Surfaces
Gassant Enterprises LLC dba Gassant Enterprises (SBE)	0000013210	Makeba Gassant sales@gassantenterprises.com	1	Spectrum Industries Inc
GearGrid LLC	0000004862	Renee Alexander sales@geargrid.com	1	GearGrid
Global Equipment Company, Inc. dba Global Industrial	0000000763	Bruno Pasquali BPasquali@globalindustrial.com	1	Global Industrial Infinity Interion Nexel Paramount
~~Global Industries, Inc.~~	~~0000006964~~	~~Joe Freund~~ ~~jfreund@globalfurnituregroup.com~~	~~1~~	~~Global Furniture Group~~ ~~Evolve Systems Furniture~~ ~~Offices To Go~~
Jasmov Inc dba Bekins of South Florida	0000001727	John Ercolani jercolani@bekinssf.com	2	(Moving Services)

Kaplan Early Learning Company	0000007282	Elizabeth Patterson bids@kaplanco.com	1	Carlina Birch Premium Solid Maple Sense of Place by Sandra Duncan Sense of Place for Wee Ones
Kimball International Brands, Inc. Kimball Office Inc.	0000004232	Leanna Bechtel kogov@kimball.com	1	Kimball National Interwoven ETC Poppin David Edwards
L2 Supplies and Services	0000101462	Lisa Bonds lbonds@l2suppliesservices.com	1	Correctional Technologies Inc. dba CORTECHUSA Kensignton Computer Products Group MityLite S. P. Richards Company Newell Rubbermaid ACCO ACME United Corp. Advantus Baumgartens Allsop Boss Office Products Bush Business Furniture HON LA-Z-Boy SAFCO Tennsco Ability One - National Industries for the Blind

Landscape Forms Inc	0000004632	Nicole Thompson nicolet@landscapeforms.com	1	Landscape Forms Products
Lakeshore Learning Materials LLC	0000015096	Kyle Ferguson-Owens biddept@lakeshorelearning.com	1,2	Lakeshore Learning Materials

Library Interiors of Florida, Inc.	0000007538	Chris Griffis chris@libraryinteriors.com	1,2	Artopex Inc. Benchmark Contract Furniture Berco Designs Collaborative Spaces Corona Group Inc. DARRAN Furniture Industries Estey Library Shlving (A Division of Tennsco) Gaylord Archival HLF Furniture Integra, Inc. Mediatechnologies Nevins OM Seating SIXINCH USA The Senator Group The Worden Company TLI Furniture, LLC TMC Furniture, Inc. TONIK LWP, LLC True Design Versare
Masof Inc.	0000003290	Julian Duque julian@masof.us	1	Actiu Berbegal Y Formas, S.A Muebles Scanform Narbutas Grassoler Renz
Millennium Relocation Services Inc.	0000011546	Julio Martinez millenniummoving@aol.com	2	(Moving Services)
Mity Lite Inc.	0000014909	Scott Bean scott.bean@mityinc.com	1	Mity Lite
Norix Group Inc	0000004402	Cori Kasper bids@norix.com	1	Norix Products and Tonik Products

Office Express Supplies, Inc. (SBE)	0000010403	Daniel Fuenets danny@xpressbuy.com	1, 2	Barbican Architectural Borgo Contract Seating Cramer FireKing International GMi Companies, dba, Ghent (Ghent Healthcare, Waddell Collection) Groupe LaCassee High Point Furniture Industries Invincible Office Furniture KFI Furniture, LLC Lorell MergeWorks NDI Office Furniture Office Star Phoenix Safes International LLC Raynor Group/Eurotech Seating Safco
OFS Brands, Inc	0000003848	Anna McClelland amcclelland@ofs.com	1	OFS and Carolina
Patterson Pope, Inc.	0000007285	Tom Schaefer TSchaefer@pattersonpope.com	1	SPACESAVER HAMILTON CASEWORK SOLUTIONS VIDIR PACIFIC CONCEPTS HANEL OBLIQUE LIAT BULLDOG RACKS NASHVILLE WIRE

Pradere Manufacturing Corp. (SBE)	0000008231	Michelle Pradere Michelle@pradereoffice.com	1,2,3	AIS Akouo Acoustics Andreu World Arcadia / Encore Beaufurn Furniture Benchmark Contract Furniture BuzziSpace Cabot Wrenn Claridge Clear Design Collaborative Spaces Contract Wall Solutions Corona Group Inc. Cramer DARRAN Furniture Industries Dauphin Human Design Group Davis Furniture Evolve Furniture Group Fellowes-Modular Walls, Furniture, Workspace, Air Quality Management Grand Rapids Chair Company Great Openings Gressco Groupe LaCassee HALCON Heckman Contract Humanscale Corporation Integra, Inc. Intensa IOA JANUS et Cie Kimball International Brands, Inc. Krueger International, Inc. (KI) Landscape Forms Lavi Industries Magnuson Group Inc Martin Brattrud, Inc. MergeWorks MillerKnoll, Inc. Nienkamper International Inc Norix Group, Inc. Nucraft Offices To Go OFS and Carolina OM Seating Pavilion Furniture Safco Sandler | Inspec Sectis Design Sedia Systems Segis

Pradere Manufacturing Corp. (SBE) continued	0000008231	Michelle Pradere Michelle@pradereoffice.com	1,2,3	Three-H Versteel Via Seating Workrite Ergonomics TONIK LWP, LLC Artopex Muraflex Bernhardt Design Exclamarketing HOWE Scandinavian Spaces Pradere Customs SIXINCH USA FireKing GMi Companies (Ghent, Ghent Healthcare, Waddell) 9to5 Seating PS Furniture Element Ergo Dekko Workspace48 Nightingale Seating Clearspace Narbutas
Prison Rehabilitative Industries & Diversified Enterprises, Inc. d/b/a PRIDE Enterprise	0000008865	Lita Thomas bids@pride-enterprises.org	1,2	OEI Division PRIDE Enterprise Products

R George and Associates Inc.	0000009539	Aaron Kemble aaron@rgeorge.com	1,2	Agati Furniture Arcadia Chair Company Artopex Inc Aurora Storage Products Inc. Benchmark Contract Furniture Boss Design Brodart Co. Cabot Wrenn Commercial Furniture Group Collaborative Spaces Corona Group Inc Creative Arts Unlimited Darran Davis Furniture Industries Inc Dauphin HumanDesign Group Evolve Integra Inc. Joy Carpets Landscape Forms Leland Furniture Nienkamper International Inc. Offices To Go OFS and Carolina OM Seating Opening the Book North America OPTO international Scandinavian Spaces SIXINCH USA Sossego Design LLC Source International Design
RESIDENTIAL KITCHEN DESIGNS INC	0000001185	Marcial Torres 305-796-5940 marcialtorres7@gmail.com	1,2	RK Design
Sun Northwest Inc.	0000015131	Steve Eliopoulos snwcorp@aol.com	1	Zenky Seating System (Zoeftig)
Your Office, Inc.	0000001340	Chuck Williams youroffice@aol.com	1	Cabot Wrenn Grand Rapids Chair Nucraft PS Furniture, Inc. Stylex Inc. TableX Tenjam
Tensator	0000102089	Ed Charik Ed.charik@tensator.com	1	Tensator Tensabarrier

WRK Lab, Inc.	0000014292	Daniel Garcia dgarcia@wrklab.com	1,2,3	Lesro Industries, Inc. Boss Design Davis Furniture Industries, Inc. Great Openings Versteel Clear Design Dekko (Studio, ECA, and Furnlite) Nucraft GrandRapids Chair Company Stylex Inc. Cabot Wrenn Beaufurn Furniture 3Form Elements OFS and Carolina Kimball International Brands, Inc. MillerKnoll, Inc AIS Evolve Furniture Group Offices To Go Gressco Heckman Contract Intensa IOA Segis Sit On It Seating Source International Design
4141 Design Group LLC	0000005618	Tyler Benz Tyler.benz@4141design.com	1	Quaorifoglio Minotti Cucine Maistri Sitlosophy Cappellini Arflex Tecno Zanotta Nemo Lighting B&B Italia

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.
- All ITQs will request for vendors to provide documentation or certification demonstrating all proposed furniture and furniture systems meet or exceed the ***Low-VOC requirements*** through one of the following standards or certifications:
  - USGBC LEED v4 Low Emitting Materials certification
  - ANSI/BIFMAS X7.1
  - CAL 117 fire code
  - SCS Indoor Advantage Gold certification
  - GREENGUARD certification
  - MAS Certified Green certification

No polyvinyl chloride (PVC)*:* Furniture products shall reduce or eliminate contribution to the formation of dioxins and furans, this includes but is not limited to the prohibition of furniture products that use PVC.

Recycled content requirement*:* In accordance with the County's Green Procurement Preferences, the solicited office furniture shall meet the EPA Comprehensive Procurement Guidelines recommended recovered materials content levels for office furniture, as hereby specified:

Product	Material	Postconsumer Content(%)	Total Recovered Materials Content (%)
Furniture structure	Steel [1]	16	25-30
Furniture structure	Aluminum	--	75-100
Cellulose Loose-Fill and Spray-On	Postconsumer Paper	75	75
Particleboard/ Fiberboard component [2]	Wood or wood composite Agricultural fiber	Greater than 0 --	80-100 100
Fabric	PET	100	100
Plastic furniture component	HDPE	70-75	95
Remanufactured or Refurbished Furniture	Various	25-75	25-75

[1]The recommended recovered materials content levels for steel in this table reflect the fact that the designated item is generally made from steel manufactured in a Basic Oxygen Furnace (BOF). Steel from the BOF process contains 25-30 percent total recovered steel, of which 16 percent is post consumer steel.
[2]Particleboard and fiberboard used in the wood components of office furniture may also contain other recovered cellulosic materials, including, but not limited to, paper, wheat straw and bagasse. The percentages of these materials contained in the product would also count toward the recovered materials content level of the item.

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.

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.

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.

E. Event Log:

Date	Action or Event	SPD Staff Name
08/09/24	Global Industries, Inc. removed from pool	Sherman Lewis
12/9/2024	Residential Kitchen Design added to the pool.	Alejandro Garcia

REGION 4 EDUCATION SERVICE CENTER (ESC)

Contract # R240101

for

FURNITURE, INSTALLATION, AND RELATED SERVICES

with

AFFORDABLE INTERIOR SYSTEMS, INC. (AIS)

Effective: December 17, 2024

The following documents comprise the executed contract effective: December 17, 2024

I. Vendor Contract and Signature Form

II. Supplier's Response to the RFP

III. Request for Proposal and Any Addenda, incorporated by reference

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of December 17, 2024 by and between Affordable Interior Systems, Inc. (AIS) *("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of* FURNITURE, INSTALLATION, AND RELATED SERVICES *("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number RFP 24-01 for FURNITURE, INSTALLATION, AND RELATED SERVICES ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any 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") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the Contract;
ii. Providing work or material was not awarded under the Contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract. Notwithstanding the foregoing, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

    Additional Delivery/Installation Charges: Contractor may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Contractor and can only be charged on a per individual project basis.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to

moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo

or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

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OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name: Affordable Interior Systems, Inc. (AIS)

Address: 25 Tucker Drive

City/State/Zip: Leominster, MA 01453

Telephone No.: 978.562.7500

Email Address: bpoist@ais-inc.com

Printed Name: Bryan Poist

Title: CFO

Authorized signature: Bryan Poist

DS CW Initial AP

Accepted by Region 4 ESC:

Corrected to: 12/31/27

Contract No. R240101

Initial Contract Term 12/17/2024 to ~~10/31/2027~~

Linda Tinnerman
Region 4 ESC Authorized Board Member

12/17/2024
Date

Linda Tinnerman
Print Name

Victor E. White
Region 4 ESC Authorized Board Member

12/17/2024
Date

Victor E. White
Print Name

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:	Juan Pinillos, Police Chief
VIA:	Andrew Plotkin, Interim City Manager
DATE:	July 15, 2025

RE: Resolution No. R2025-89 Approving a Grant Award for the FY 2022 Edward Byrne Memorial Justice Award for NMB Police Department (Juan Pinillos, Chief of Police)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Resolution
- Award Package
- Grant Budget Worksheet
- Proposal Narrative
- Public Notice

City of North Miami Beach, Florida

Police Department

Memorandum No. _____

Date June 5, 2025

To: Mario A. Diaz, City Manager

From: Juan Pinillos, Chief of Police

Subject: Posting of the FY 2022 Edward Byrne Memorial Justice Assistance Grant

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The purpose of this memorandum is to inform you that the North Miami Beach Police Department (NMBPD) has been awarded the FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG), by the United States Bureau of Justice Assistance (BJA), in the amount of $25,652.00. This award is for the grant period of October 1, 2022 through September 30, 2025.

This award will assist with a mental health wellness and resiliency program for law enforcement personnel to promote education and resources to assist in achieving and maintaining good mental health and physical health. To enhance the department's officer wellness initiatives, we propose bringing in a certified physical fitness and nutrition professional three times per week to provide tailored fitness training and nutritional guidance. Research shows that regular physical activity and proper nutrition significantly reduce stress, enhance cognitive function, and improve overall health, all of which are critical in high-stress professions like law enforcement.

Officers will receive personalized fitness programs designed to increase strength, endurance, and flexibility, along with nutrition advice that promotes energy and mental clarity. This initiative not only addresses physical well-being but also supports long-term resilience, improving job performance and reducing burnout, which ultimately leads to better community engagement and public safety.
Additionally, the City of North Miami Beach will use the remaining JAG funds for the purchase of two (2) police radar guns to replace outdated radar guns and maintain traffic enforcement throughout the City. All officers will be trained on the new equipment and annual calibration will be completed as suggested by the manufacturer to ensure optimal efficiency and results.

Attached to this memorandum, please find the BJA FY 22 Edward Byrne Memorial JAG grant proposal narrative, grant budget worksheet, and award package, which I have reviewed and find to be satisfactory for posting in all City Facilities for thirty (30) days with an opportunity for public comment.

JP/rr
Attachments: (3)

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE POSTING OF THE FY 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT, BY THE UNITED STATES BUREAU OF JUSTICE ASSISTANCE, IN THE AMOUNT OF $25,652.00 FOR THE GRANT PERIOD OF OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2025; 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 Mayor and City Commission of the City of North Miami Beach determined it is in the best interests of the North Miami Beach Police Department to approve the posting of the FY 2022 Edward Byrne Memorial Justice Assistance Grant, by the United States Bureau of Justice Assistance, in the amount of $25,652.00 for the grant period of October 1, 2022 through September 30, 2025, attached hereto as Exhibit A; 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 Mayor and City Commission approve the posting of the FY 2022 Edward Byrne Memorial Justice Assistance Grant, by the United States Bureau of Justice Assistance, in the amount of $25,652.00 for the grant period of October 1, 2022 through September 30, 2025, attached as Exhibit A.

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

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

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

Section 6. If any provision of this Resolution or the application thereof to any person or

circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given 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 July 2025**.

ATTEST:

ANDRISE BERNARD, MMC	MICHAEL JOSEPH
CITY CLERK	MAYOR

(CITY SEAL)

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

GREENSPOON MARDER LLP

By: _____
JOSEPH S. GELLER
CITY ATTORNEYS

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	NORTH MIAMI BEACH, CITY OF 16901 NE 19TH AVE
City, State and Zip:	NORTH MIAMI BEACH, FL 33162
Recipient UEI:	K6Q9G5KULL38

Project Title: The North Miami Beach Police Department's Mental Health and Resiliency Program	**Award Number:** 15PBJA-22-GG-02441-JAGX
Solicitation Title: BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation	
Federal Award Amount: $25,652.00	**Federal Award Date:** 9/22/22
Awarding Agency: Office of Justice Programs Bureau of Justice Assistance **Funding Instrument Type:** Grant	
Opportunity Category: O **Assistance Listing:** 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/21	**Project Period End Date:** 9/30/25
Budget Period Start Date: 10/1/21	**Budget Period End Date**: 9/30/25

Project Description:

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams; and 9) implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to: mental health courts; drug courts; veterans courts; and extreme risk protection order programs.

Award Letter

September 22, 2022

Dear HARVETTE SMITH,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by NORTH MIAMI BEACH, CITY OF for an award under the funding opportunity entitled 2022 BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation. The approved award amount is $25,652.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type
OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter
The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:
a. New construction;
b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see https://www.bja.gov/Funding/nepa.html.

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin		Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project

Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
NORTH MIAMI BEACH, CITY OF

UEI
K6Q9G5KULL38

Street 1
16901 NE 19TH AVE

Street 2

City
NORTH MIAMI BEACH

State/U.S. Territory
Florida

Zip/Postal Code
33162

Country
United States

County/Parish
no value

Province
no value

Award Details

Federal Award Date
9/22/22

Award Type
Initial

Award Number
15PBJA-22-GG-02441-JAGX

Supplement Number
00

Federal Award Amount
$25,652.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2022 BJA FY 22 Edward Byrne Memorial Justice

Assistance Grant Program - Local Solicitation

Program Office
BJA

Application Number
GRANT13683485

Grant Manager	Phone Number	E-mail Address
Tamaro White	202-598-7548	Tamaro.White@usdoj.gov

Project Title
The North Miami Beach Police Department's Mental Health and Resiliency Program

Performance Period Start Date	Performance Period End Date
10/01/2021	09/30/2025

Budget Period Start Date	Budget Period End Date
10/01/2021	09/30/2025

Project Description

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams; and 9) implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to: mental health courts; drug courts; veterans courts; and extreme risk protection order programs.

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1
Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general

provisions" in the Consolidated Appropriations Act, 2022, are set out at https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 2
Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 3
Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 4
OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

Condition 5
Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 6
Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 7
Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 8
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

Condition 9
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Condition 10
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Condition 11
Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 12
Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 13
Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 14
Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 15
Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 16
Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 17
Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 18
Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg.

51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 19
Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 20
Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify

procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 21
Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds

under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 22
Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 23
All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 24
Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 25
Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 26
Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

Condition 27
Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 28
Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 29
Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other

person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

Condition 30
FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 31
The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 32
Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

Condition 33
Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

Condition 34
Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing

Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https:/ / it.ojp.gov/ gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 35
Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Condition 36
Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 37
Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 38
Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Condition 39
The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

Condition 40
The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 41
Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP

awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Condition 42
Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

Condition 43
The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 44
Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental

Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

Condition 45
Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Condition 46
All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two ($25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than $25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

Condition 47
Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

Condition 48
Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

Condition 49
Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2021

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2021), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 50
If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

Condition 51
Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (https://www.justice.gov/olp/page/file/1204386/download), and must collect and report the metrics identified in Section IX of that document to BJA.

Condition 52
Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Condition 53
Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

Condition 54
Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level,

make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor

Condition 55
Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

Condition 56
Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

Condition 57
The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Condition 58
Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than $25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than $25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

Condition 59
BJA- JAG - Withholding of Funds for Chief Executive Certification

Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an

Award Condition Modification has been issued to remove this condition.

Condition 60
BJA- JAG - Withholding of funds for budget documentation

Withholding of funds: Budget narrative or information

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and an Award Condition Modification has been issued to remove this condition.

Condition 61
In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	9/18/22 3:57 PM

Authorized Representative

[X]

Entity Acceptance

Title of Authorized Entity Official
Sergeant

Name of Authorized Entity Official
HARVETTE SMITH

Signed Date And Time
10/31/2022 12:53 PM

Budget Detail - Year 4

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N [(DOJ Financial Guide, Section 3.10)]	

A. Personnel

Name *List each name, if known.*	**Position** *List each position, if known.*	**Computation** *Show annual salary rate & amount of time devoted to the project for each name/position.*						
		Salary	***Rate***	***Time Worked*** ***(# of hours, days, months, years)***	***Percentage of Time***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
						$0		$0
					Total(s)	**$0**	**$0**	**$0**

Narrative	

B. Fringe Benefits					
Name *List each grant-supported position receiving fringe benefits.*	**Computation** *Show the basis for computation.*				
	Base	***Rate***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			$0		$0
		Total(s)	**$0**	**$0**	**$0**

Narrative	

C. Travel										
Purpose of Travel *Indicate the purpose of each trip or type of trip (training, advisory group meeting)*	**Location** *Indicate the travel destination.*	**Type of Expense** *Lodging, Meals, Etc.*	**Basis** *Per day, mile, trip, Etc.*	**Computation** *Compute the cost of each type of expense X the number of people traveling.*						
				Cost	***Quantity***	***# of Staff***	***# of Trips***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			N/A					$0		$0
							Total(s)	**$0**	**$0**	**$0**
Narrative										

D. Equipment					
Item *List and describe each item of equipment that will be purchased*	**Computation** *Compute the cost (e.g., the number of each item to be purchased X the cost per item)*				
	# of Items	***Unit Cost***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
Police Radar Guns	2	$2,847.50	$5,695		$5,695
		Total(s)	**$5,695**	**$0**	**$5,695**

Narrative

Police Radar Guns for traffic enforcement @ approximately $2,847.50 x 2 radar guns.

E. Supplies					
Supply Items *Provide a list of the types of items to be purchased with grant funds.*	**Computation** *Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.*				
	# of Items	***Unit Cost***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			$0		$0
		Total(s)	**$0**	**$0**	**$0**
Narrative					

F. Construction						
Purpose *Provide the purpose of the construction*	**Description of Work** *Describe the construction project(s)*	**Computation** *Compute the costs (e.g., the number of each item to be purchased X the cost per item)*				
		# of Items	***Cost***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
				$0		$0
			Total(s)	**$0**	**$0**	**$0**
Narrative						

G. Subawards (Subgrants)					
Description *Provide a description of the activities to be carried out by subrecipients.*	**Purpose** *Describe the purpose of the subaward (subgrant)*	**Consultant?** *Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.*			
			Total Cost	***Non-Federal Contribution***	***Federal Request***
					$0
		Total(s)	**$0**	**$0**	**$0**

Consultant Travel (if necessary)								
Purpose of Travel *Indicate the purpose of each trip or type of trip (training, advisory group meeting)*	**Location** *Indicate the travel destination.*	**Type of Expense** *Hotel, airfare, per diem*	**Computation** *Compute the cost of each type of expense X the number of people traveling.*					
			Cost	***Duration or Distance***	***# of Staff***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
						$0		$0
					Total	$0	$0	$0

Narrative	

H. Procurement Contracts			
Description	**Purpose**	**Consultant?**	

Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently $150,000).	*Describe the purpose of the contract*	*Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.*			
			Total Cost	***Non-Federal Contribution***	***Federal Request***
Physical fitness and nutritional training	To provide training to law enforcement personnel in the fields of physical fitness and nutrition	yes	$19,957		$19,957
		Total(s)	**$19,957**	**$0**	**$19,957**

Consultant Travel (if necessary)

Purpose of Travel *Indicate the purpose of each trip or type of trip (training, advisory group meeting)*	**Location** *Indicate the travel destination.*	**Type of Expense** *Hotel, airfare, per diem*	**Computation** *Compute the cost of each type of expense X the number of people traveling.*					
			Cost	***Duration or Distance***	***# of Staff***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			5695			$0		$0
					Total	$0	$0	$0

Narrative	

Physical fitness and nutritional training for police officers will cover expert facilitators and materials costs to provide officers with the tools and knowledge to manage stress, improve physical fitness, and foster mental well-being. Investing in officer wellness will contribute to reducing burnout, improving job performance, and enhancing overall officer health and safety. T

I. Other Costs

Description *List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).*	**Computation** *Show the basis for computation*						
	Quantity	***Basis***	***Cost***	***Length of Time***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***

					$0		$0
				Total(s)	**$0**	**$0**	**$0**
Narrative							

J. Indirect Costs					
Description *Describe what the approved rate is and how it is applied.*	**Computation** *Compute the indirect costs for those portions of the program which allow such costs.*				
	Base	***Indirect Cost Rate***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			$0		$0
		Total(s)	**$0**	**$0**	**$0**

Narrative	

North Miami Beach Police Department
Edward Byrne/ JAG – FY 2022 Local Solicitation

Proposal Narrative

"Mental Health Wellness and Resiliency Program for Law Enforcement Personnel"

Description of the Issue:

The focus on mental health wellness for all Americans is an ongoing topic of discussion these days in the United States. The mental health wellness for law enforcement personnel is even more critical for our men and women in this field. A 2020 study published in the National Library of Medicine found that 26% of police officers experienced mental health symptoms compared with 21% of the general population that year. (US NEWS, 2022) According to the Federal Bureau of Investigations (FBI), 89 law enforcement officers were killed in the line of duty by either felonious killings or accidental deaths, in 2019. The total number of law enforcement officers who died by suicide was 239, that same year. (Federal Bureau of Investigations, 2019) That is almost three times as many officer deaths by suicide, compared to felonious killings or accidental deaths, of law enforcement officers in the line the line of duty. The United States Congress, realizing this ever-growing problem in our law enforcement community, passed a bill (S.2746), "The Law Enforcement Suicide Data Collection Act". This bill requires the FBI establish the "Law Enforcement Suicide Data Collection Program", to prevent and understand law enforcement suicides. This bill was signed into law on June 16, 2020. (US Congress, 2020)

The City of North Miami Beach (City) wants to take a proactive approach in addressing mental health resources and services available to its law enforcement personnel. It is imperative that the men and women who protect and serve us must also be protected against incapacitating mental and emotional health problems and the hazards of their job. The City seeks to create a climate that

provides resources and supports and normalizes the implications of stress and trauma as well as service utilization.

The physical and mental health impacts that a career in law enforcement can have on officers, police dispatchers and crime scene technicians, include but are not limited to shift work, long hours, working holidays, unpredictable schedules, exposure to critical incidents, being the frequent focus of public attention and criticism, various physical demands, and high rates of on-the-job injuries.

The police officers, police dispatchers and crime scene technicians employed by the North Miami Beach Police Department experience tremendous levels of stress while performing their daily tasks, each in their own way, while serving the citizens of North Miami Beach. Studies have shown how the negative effects that on-going, prolonged stress exposure can affect people both physically and psychologically.

As stated above, the daily stressors that law enforcement face range from exposure to human suffering, tragedy, and unpredictable threats to their lives. Law enforcement personnel are at a higher risk of depression, anxiety, and post-traumatic stress disorder than other professions and in greater need of diligent emotional self-care. An unintended consequence of work-related or other problems is that some officers are hesitant to seek help with mental, emotional, relational, or even physical issues because it could result in their inability to work. Often times, officers become very critical not only of themselves, their colleagues, and their agencies but also to public safety. The law enforcement profession faces several unpredictable challenges that put physical and emotional tolls on our officers, requiring constant awareness of and concern for the possible risks and exposure to volatile, physically dangerous, and sometimes tragic and emotional situations. If left unaddressed, fatalities due to these situations and stressors will continue. Law enforcement

personnel need to be as prepared as possible with the skills, knowledge, and tools to help them not only better address the emotional and mental aspects of police work but also the strategic and tactical aspects of the profession in order to be safer, healthier, and serve their communities and agencies to the best of their abilities.

The North Miami Beach Police department would like to implement a "Mental Health Wellness and Resiliency Program" for our law enforcement personnel to promote education and resources to assist in achieving and maintaining good mental and physical health. The agency is looking to Law enforcement personnel have made a choice to protect and serve the community in which they work. They are aware of the hazards and negative stressors that they will be exposed to on a daily basis, continuing day in and day out carrying out the duties necessary to keep us all safe. We must do what is necessary to keep our protectors, protected. This is our way of recognizing the need for implementing mental wellness initiatives for our law enforcement personnel. This will not only benefit our personnel, but the local community that we serve.

The Department seeks to reduce losses due to speeding resulting in traffic crashes, gather facts about occurrences of speeding; educate motorists, pedestrians and bicyclists, and issue citations to traffic violators.

Targeted Areas/Population:

The City of North Miami Beach has a jurisdictional area comprised of 43,891 residents; growing at a rate of 44 percent. Recent real estate development projects with the capacity to house over 18,903 units will accelerate the rate of population growth over the next several years. The North Miami Beach Police Department's (NMBPD) service area consists of 4.8 square miles and encompasses some unincorporated areas of Miami-Dade County. The NMBPD provides

professional and ethical law enforcement services to a widely growing diverse community. The NMBPD is an Excelsior State Accredited agency by the Commission for Florida Law Enforcement Accreditation, Inc., (CFA). We have maintained this accredited status for over 20 years. We continue to meet the diverse needs of our community and enhance the overall quality of life for our citizens by providing the best public services. The Department accomplishes its missions with a staff of 100 sworn officers, 14 reserve-sworn officers, 39 civilian employees, and 7 part-time civilian employees. The average household income in North Miami Beach is $65,119, with a poverty rate of 18.30%. In recent years, the median rental costs have come to $1,195 per month, and the median house value is $194,300. The median age in North Miami Beach is 37.3 years, 35.2 years for males, and 39.8 years for females.

North Miami Beach Demographics

According to the most recent US Census report, the racial composition of North Miami Beach was:

- White: 50.44%
- Black or African American: 41.5%
- Hispanic or Latino 38.6
- Other race: 3.57%
- Asian: 2.81%
- Two or more races: 1.48%
- Native American: 0.20%
- Native Hawaiian or Pacific Islander: 0.04%

Project Goals:

- Promote officer Wellness by providing training to our law enforcement professionals focusing on physical fitness with nutritional guidance training provided by experts in the field of physical fitness and nutrition.
- Purchase two (2) police radar guns to replace outdated radar guns and maintain traffic enforcement throughout the City.

Project Design and Implementation:

To enhance the department's officer wellness initiatives, we propose bringing in a certified physical fitness and nutrition professional three times per week to provide tailored fitness training and nutritional guidance. Research shows that regular physical activity and proper nutrition significantly reduce stress, enhance cognitive function, and improve overall health, all of which are critical in high-stress professions like law enforcement. Officers will receive personalized fitness programs designed to increase strength, endurance, and flexibility, along with nutrition advice that promotes energy and mental clarity. This initiative not only addresses physical well-being but also supports long-term resilience, improving job performance and reducing burnout, which ultimately leads to better community engagement and public safety.

Additionally, the City of North Miami Beach will use the remaining JAG funds for the purchase of two (2) police radar guns to replace outdated radar guns and maintain traffic enforcement throughout the City. All officers will be trained on the new equipment and annual calibration will be completed as suggested by the manufacturer to ensure optimal efficiency and results.

Capabilities and Competencies:

NMBPD's strategic planning process will include partnering with organizations that provide certified master trainers in resilience, mental health wellness, physical fitness and nutrition for law enforcement personnel. The agency will collaborate with our police chaplains, local stakeholders, as well as, identify mental health professionals within our community to assist in achieving our projected goals.

Plan for Collecting the Data Required for this Solicitations Performance Measures

The data that will be collected and reported will be generated by the participants at the conclusion of the training session in the form of training logs and course evaluations.

PUBLIC NOTICE

2022 Edward Byrne Memorial Justice Assistance Grant (JAG)

The North Miami Beach Police Department (NMBPD) has been awarded the FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) by the United States Bureau of Justice Assistance (BJA).

This award will assist with a mental health wellness and resiliency program for law enforcement personnel to promote education and resources to assist in achieving and maintaining good mental health and physical health. To enhance the department's officer wellness initiatives, we propose bringing in a certified physical fitness and nutrition professional three times per week to provide tailored fitness training and nutritional guidance. Research shows that regular physical activity and proper nutrition significantly reduce stress, enhance cognitive function, and improve overall health, all of which are critical in high-stress professions like law enforcement. Officers will receive personalized fitness programs designed to increase strength, endurance, and flexibility, along with nutrition advice that promotes energy and mental clarity. This initiative not only addresses physical well-being but also supports long-term resilience, improving job performance and reducing burnout, which ultimately leads to better community engagement and public safety. Additionally, the City of North Miami Beach will use the remaining JAG funds for the purchase of two (2) police radar guns to replace outdated radar guns and maintain traffic enforcement throughout the City.

If you have any questions regarding this application or wish to review details of the application, please feel free to participate during public comment at the upcoming Commission meetings **July 15 and September 16, 2025**. Should you need additional information please contact Deputy Chief Stuart Nichols at 305-948-2995.

ANDRISE BERNARD, MMC, CITY CLERK

SHOULD ANY PERSON DESIRE TO APPEAL ANY DECISION OF THE CITY COMMISSION WITH RESPECT TO ANY MATTER TO BE CONSIDERED AT THIS MEETING, THAT PERSON SHALL INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE INCLUDING ALL TESTIMONY AND EVIDENCE UPON WHICH ANY APPEAL MAY BE BASED. (F/S 286.0105)

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE OFFICE OF THE CITY CLERK NO LATER THAN TWO (2) DAYS PRIOR TO THE PROCEEDING. TELEPHONE (305) 787-6001 FOR ASSISTANCE; IF HEARING IMPAIRED, TELEPHONE OUR TDD LINE AT (305) 948-2909 FOR ASSISTANCE.

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:	Hamid Nikvan, NMB Water Director
VIA:	Hamid Nikvan, NMB Water Director
DATE:	July 15, 2025

RE: Resolution No. R2025-90 Authorizing the City Manager to Execute a Grant Agreement with FEMA and FDEM for the Acquisition of a Standby Generator for the Norwood Water Treatment Plant (Hamid Nikvan, NMB Water Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Resolution
- Exhibit A
- SRMC Request Form
- SRMC Agreement Checklist

City of North Miami Beach, Florida

Date: July 15, 2025

To: Mayor and City Commissioner

From: Hamid Nikvan, Director of Utilities

Subject: Resolution to Approve and Authorize the City Manager to Execute Grant Agreement with FEMA for the Acquisition of a Standby Generator for the South High Service Pump at the Norwood Water Treatment

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Background

The Norwood Water Treatment Plant relies on an aging 1,500 kW trailer-mounted diesel generator, originally installed in 2007, to provide emergency backup power for the South High Service Pumps (SHSP) and associated systems. Over time, the generator has deteriorated and may no longer meet regulatory standards for stationary emergency use.

In 2024, NMB Water applied for FEMA reimbursement through the Strategic Funds Management (SFM) program for replacement of the generator, which was initially included as Item #13 in the Black & Veatch W002 Rapid Procurement Readiness Assessment under WIFIA Phase IIB/C. FEMA has since approved the project under Grant Agreement #4673-208-R (FEMA Project 677).

To further reduce the City's financial burden, NMB Water secured a supplemental grant from the Florida Department of Environmental Protection (FDEP) through Agreement L0082, providing an additional $125,000 toward the City’s cost share obligation.

This resolution solely authorizes execution of the FEMA/FDEM grant agreement. Procurement of the generator system will occur under a separate future action following full execution of the grant.

Analysis

Approval of this resolution will allow the City Manager to formally execute the FEMA grant agreement and accept the award, which covers approximately 69% of eligible project costs. The City’s required match will be funded through existing WIFIA loan allocations and partially offset by the FDEP grant.

Grant execution is a critical next step in securing the funds necessary for this infrastructure project. No procurement action will take place until the grant agreement is fully executed and budgeted accordingly.

Fiscal impact

- Total Not to Exceed: $3,652,816.00
- FEMA Grant (68.951242%): $2,518,662.00
- City Match (WIFIA Loan): $1,134,154.00
- Supplemental Grant (L0082): $125,000.00

RESOLUTION NO. 2025-

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ACCEPTING THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) HAZARD MITIGATION GRANT PROGRAM AWARD UNDER FDEM PROJECT #4673-208-R (CONTRACT #H1168) FOR THE NORWOOD WATER TREATMENT PLANT GENERATOR PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT AND ANY REQUIRED DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach ("City") has been awarded funding through the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP), administered by the Florida Division of Emergency Management (FDEM), under Project #4673-208-R (Contract #H1168); and

WHEREAS, the awarded grant will support the City's efforts to enhance resilience at the Norwood Water Treatment Plant by installing a permanent backup generator and related infrastructure to ensure continued operations during power outages; and

WHEREAS, the total estimated project cost is Three Million Six Hundred Fifty-Two Thousand Eight Hundred Sixteen Dollars ($3,652,816.00), of which FEMA will reimburse Two Million Five Hundred Eighteen Thousand Six Hundred Sixty-Two Dollars ($2,518,662.00), and the City will contribute a required local match of One Million One Hundred Thirty-Four Thousand One Hundred Fifty-Four Dollars ($1,134,154.00), which will be funded from eligible sources including the City's WIFIA Loan Program; and

WHEREAS, acceptance of this grant will not obligate the City to immediate procurement of the generator, and all procurement activity will follow appropriate regulatory processes and return to the City Commission for separate authorization, as applicable; and

WHEREAS, the Mayor and City Commission find it in the best interest of the City to accept the FEMA HMGP grant award and authorize the City Manager to execute the related grant agreement and all necessary supporting documentation.

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

Section 1. The foregoing recitals are true and correct and are adopted as the findings of the City Commission and made a specific part of this Resolution.

Section 2. The City Commission hereby accepts the FEMA Hazard Mitigation Grant Program award under FDEM Project #4673-208-R (Contract #H1168) for the Norwood WTP Generator Project.

Section 3. The City Manager, or designee, is authorized to execute the FDEM grant agreement and any required documents necessary to effectuate the intent of this Resolution, including administrative actions for compliance, reporting, and reimbursement.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Any scrivener's errors or typographical corrections that do not affect the intent of this Resolution may be made with the authorization of the City Attorney and City Manager without further Commission action.

Section 6. If any section, clause, sentence, or phrase of this Resolution is for any reason held to be invalid or unconstitutional, the validity of the remaining portions shall not be affected.

Section 7. This Resolution shall become effective immediately upon adoption.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **15th day of July 2025**.

ATTEST:

ANDRISE BERNARD, MMC	MICHAEL JOSEPH
CITY CLERK	MAYOR

(CITY SEAL)

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

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

Pantropic Power, Inc.
ONE SOURCE – ONE CALL – ONE SOLUTION™
www.pantropic.com

Rolando Coll – EPG Sales
8205 N.W. 58th Street • Miami, FL 33166
P: 305-592-4944 • F: 305-477-1943

Date: 06-20-2024

Reference: Norwood Plant (3512C, 1750kW) rev.7 Quote#: 31368246-01

Specification Name	Specification Section	Pages
Generator with Outdoor Enclosure	16620 dated December 2022	1 - 49
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Drawings	Date
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General Scope of Supply

Qty	I/L	Description	Cost
1	L	One (1) New Caterpillar Model 3512C **Diesel** Engine Generator set, UL 2200 Listed, rated @ 1,750kW Standby, 277/480VAC, 3 Phase, 60 Hz., 1800 rpm. **Diesel** Engine Generator Set with the following accessories: • EPA Stationary Emergency Only • Electronic Governor • Air inlet System – Air filter with service indicator • Auto-start Control Panel EMCP 4.2– NFPA 110 – Emergency stop push button – Voltage adjust – Engine run relay – Common alarm relay – Engine pre-alarms – Ground fault indication • Fuel System – Primary fuel filter – Water separator (Racor type) – Fuel cooler – Fuel priming pump – Flexible fuel lines • Permanent Magnet Excited Random Wound generator – Class H insulation with a Class F temperature rise – Open Drip proof	**$3,358,216.00**

		– 105 degrees C temperature rise at 40 degrees C ambient – Four (4) pole – Six (6) lead – Generator pitch = 0.666 – Digital voltage regulator (CDVR) - regulation: +/- 0.25% no load to full load – Regulator sensing, true RMS 3-phase sensing – Low voltage extension box (used for customer low voltage power and engine control wiring entrance for ease of terminating) – Segregated low voltage (AC/DC) wiring panel – Anti-condensation space heaters 120/ 240 VAC, 1200 watt – One (1) 3000 amps, 3 poles, thermal magnetic circuit breaker with 24VDC shunt trip and auxiliary contacts • Starting System – Heavy Duty Lead Acid engine starting batteries, cables – Battery disconnect switch – Battery Charger; 24VDC, 10 Amp output. 120 VAC, 1 Phase Input, Nema 1 enclosure, wall mountable – 45amp battery charging alternator – Heavy Duty engine cranking / starter motors – Jacket Water Heater • Engine Cooling system – Unit mounted radiator 43 degree C ambient – Radiator duct flange – Coolant drain line with valve terminated at edge of base – Fan and belt guards – Coolant level sight gauge – Caterpillar Extended life coolant • Exhaust System – Dry exhaust manifold – Flanged faced outlets.	
1	L	<u>Generator Set Subbase Tank</u> – One (1) 12,000 gallons, UL listed 2085, Fire Rated, Ballistic Rated and Vehicle Impact Resistant subbase diesel fuel storage tank. – 10,500 useable gallons – ¼" Mild Steel Primary Tank, ¼" Mild Steel Secondary Tank – Mechanical Fuel Level Gauge (Kruger Model H EQ#730) – Supply and Return Connections. – 3" Fill with Lockable Cap with FDEP Spill Containment with Overfill Prevention Valve (Morrison 9095AA-0300AV EQ#851) – Normal and Emergency Vent Fittings Installed Per UL-142. – Normal Vent to be Extended 12' AFG.	**Included**

		– Light Weight Insulating Material Filled Interstitial Space with FDEP Approved Leak Detection Switch (Madison M-7000 EQ#682) Wired to LC-1004. – Critical Low Level Fuel Alarm Switch (Madison M-7000 EQ#682) Set @ 15% Remaining Capacity Wired to Generator Control Panel (final termination to terminal strip to be done by installing technician) – Low Level Fuel Alarm Switch (Madison M-7000 EQ#682) Set @ 40% Remaining Capacity Wired to LC-1004. – High Level Fuel Alarm Switch (Madison M-7000 EQ#682) Set @ 90% Tank Capacity Wired to LC-1004. – (1) FPI 4-20ma Continuous Fuel Level Sender (CL 1001 EQ#-817) Capacity Wired to LC-1004. – Provide, Install and Wire (1) Pnuemercator LC-1004 (EQ# 319) Fuel Alarm Console with Audible and Visual Alarms Indicating High, Low, Critical Low and Leak Detection with Relays Wired to Generator Control Panel (final termination to terminal strip to be done by installing technician) – Cable Stub Up Opening Under Circuit Breaker – Generator Mounting Pads – 2 Lifting Points per Side (4 Total) for Lifting Generator Set, Enclosure and Tank (Empty) – Tank to be Blasted and Painted with an Epoxy Primer and Urethane Finished Coat (Black). – Tank sealed and shipped under vacuum per Florida Administrative Code Chapter 62-762 and NFPA30 – Tank Vacuum to be Verified and Documented per NFPA-30 Immediately upon receipt and placement at the job site.	
1	L	<u>Generator Set Enclosure</u> – Sound Attenuated Weather Protective Aluminum Enclosure – 200 mph wind load rated - High Velocity Hurricane Zone (HVHZ) rated. – Enclosure Exterior to be of .090",5052-H32 Aluminum, Formed, Panel Construction, Painted Finish (Standard Color White) – Air Intake: Sound Attenuated Intake Hood with Sound Baffles and Bird Screen. Insulated with 3" Sound Attenuated Material with Sound Barrier Retained with .050" Perforated Aluminum. – Air Discharge: Sound Attenuated Discharge Plenum with Gravity Dampers, Sound Baffles and Bird Screen. Plenum Floor to Have Drains. Insulated with 3" Sound Attenuated Material with Sound Barrier Retained with .032" Mill Finished Aluminum. – 3" Sound Attenuated Material with Sound Barrier in the Walls and Ceilings. Insulation Retained with .050" Perforated Aluminum. Enclosure is Designed to Reduce Source SPL by 35 dB (A) @ 1M in a Free-Field Environment. – Four (4) 42" Single, Access Doors with Padlocking Provisions, Panic Release and Corrosion Resistant Hardware. – Enclosure External Fasteners to be Stainless Steel. – Silencer Supports for Interior Mounted, Internally Insulated, Hospital Grade Silencer.	**Included**

		– Exhaust Discharge Elbow with Thermal Wrap and Rain Cap. – Exhaust Flex Connectors with Thermal Wraps, Exhaust Gaskets and Bolt Kits. – Stainless Steel 304 Rain Collar and Rain Shield at Exhaust Penetration in Roof. – Extend Oil and Coolant Drains to Exterior of Enclosure. – Extend Crank Case Disposal to Radiator Discharge (if applicable) – Cambered Roof Design to aid in Water Shedding. – Provide and Install (1) 10# Dry Type Fire Extinguisher – Enclosure Suitable for 200 MPH Wind Loading – Enclosure to Bear the Insignia of the Florida Department of Business and Professional Regulation to Document Compliance with the 2020 Florida Building Code. – Enclosure Components to Meet the HVHZ Large Missile Impact Requirement of Section 1626 of the FBC – State of Florida HVHZ Approval Numbers: FL11418-R5 – Structural Wall, FL11419-R5 – Exterior Wall, FL11420-R5 – Roof Deck & FL10088-3 – Louver. – PE Certificates are Included.	
1	L	• <u>Generator Enclosure Electrical Package</u> – Provide, Install and Wire (1) 45Kva 480:120/208 3 Phase Transformer with 100A Fused Disconnect Switch with 70A Fuses. – Provide, Install and Wire (1) 120/208V 3 Phase MCB (150A main breaker) NEMA 3R Panel Board with Bolt-on Branch Circuit Breakers. – Provide, Install and Wire (6) 48” LED Light Fixtures with (2) Switches Located by Entrance Doors. – Provide, Install and Wire (4) DC Light Fixtures with (1) 60 Minute Timer Switches Located by Entrance Doors. – Provide, Install and Wire (2) 20A, 125V Duplex GFCI Receptacle with Whether Proof Boxes Interior Located by Entrance Doors. – Provide, Install and Wire (2) E-Stop Button with Break Glass Covers, located on either side of enclosure between doors. (Final termination to be done by installing technician). – Provide, Install and Wire (1) E-Stop Button with Break Glass Covers shipped loose. (Final termination to be done by installing technician). – Wire Provided and Installed Jacket Water Heater to Panel Board. – Wire Provided and Installed Generator Strip Heaters to Panel Board. – Mount and Wire Provided Battery Charger to Panel Board and DC Output for Batteries via Termination on Starter. – All Electrical boxes to be NEMA 3R. – All Electrical to be Run in RAC or LFMC to meet NFPA 70.	**Included**
	L	• <u>OSHA Compliant Stairs and Walkways</u> – (2) Set of OSHA Compliant Stairs with Railings and 288” Long x 42” Wide Walkway with Railings – Railings to be Constructed of 1 ½” Aluminum Tube. – Steps and Walkways Constructed of Extruded Aluminum – Leveling Pads	**Included**

1	L	• <u>Turnkey Installation</u> • Complete a detailed site survey of the proposed generator location; • Complete all design services necessary to obtain City of Miami Beach permits; • Provide soil and concrete testing during construction; • Complete a pre-construction video prior to the start of construction; • Install silt fence at the proposed generator location; • Excavate, form, reinforce and place a 45' long x 22' wide generator / stair pad. Based on an existing grade assumed to be EL 10 NAVD, top of pad to be set at EL 11.5 NAVD; • Set generator, two (2) sets of access stairs and handrail (material provided by others); • Complete electrical wiring (max 300' electrical run) and electrical startup services; • Provide on-site toilet facilities for our employees; • Dispose of all construction debris in a dumpster supplied by DNHI; • Sod all disturbed areas at the completion of work; and • Provide two (2) days of mechanical and electrical assistance with generator startup and testing.	**Included**
1	L	• <u>Additional items</u> – One (1) Nema 3R remote break-glass station (shipped loose) – One (1) remote 16 light annunciator panel (shipped loose) – Spring type vibration isolators (to be placed between generator and tank) – Two (2) O&M Manuals – Factory load bank testing of the unit at 0.8pf (report provided)	**Included**
1	L	• <u>Start –up and Training</u> – Start-Up of generator set by a factory trained technician (two (2) days of labor included during normal business hours of 8:00am to 5:00pm) – Resistive load – bank test on-site after start-up of unit is completed four (4) hour test at 100% load using utilizing a resistive load bank. (during normal business hours of 8:00am to 5:00pm) – One (1) day of instructional training on the generator set and transfer switch (during normal business hours of 8:00am to 5:00pm	**Included**
1	L	• <u>Warranty</u> – Five (5) year Caterpillar Factory Warranty	**Included**

F.O.B. Miami Not for Construction Budget (freight prepaid to jobsite)…….$3,358,216.00 (sales tax not included)

Exceptions / Notes:

1. One-line electrical riser diagram was not available at the time of this quotation.
2. **Specification 16620-31, 2.02.G.2 Deviation:** The exhaust silencer is to be internally insulated in lieu of thermally wrapped due to thermal wrap's potential for deteriorating the silencer finish.
3. **Specification 16620-31, 2.02.G.5 Exception:** Exhaust drain extension to exterior of enclosure not provided.
4. **Specification 16620-31, 2.04.C.16 Deviation:** Enclosure manufacturer to provide Rochester FPI 4-20ma reed style continuous float in lieu of magneto strictive type probe.
5. **Specification 16620-31, 2.05.Y Deviation:** Enclosure manufacturer to provide step down transformer with disconnect and main circuit panel board in lieu of mini power zone.
6. A 12 000 gallons subbase tank has been provided as per email 7/10/23 request.
7. A 1750kW generator set being provided in lieu of 1500kW as per email 3/22/23 request.
8. Automatic transfer switch/switches are not included in this quotation.
9. Removal of existing generator is not included in this quotation.
10. Relocation of underground utilities in the proposed location of the new generator is not included in this quotation.
11. Electrical work not directly associated with generator installation is not included in this quotation.
12. Temporary power is not included in this quotation.
13. Fuel for generator testing is not included in this quotation.
14. Programming or integrating of existing PLC is not included in this quotation.
15. Permit fees is not included in this quotation. Typically, a pass thru cost to the owner.
16. Performance and payment bonds are not included in this quotation.
17. The following are generator set, subbase tank, and enclosure dimensions:
    Tank dimensions: 516"L x 138"W x 48"H
    Enclosure dimensions: 492" L x 138"W x 144"H
    Stairs (on both sides): 288" L x 42"
18. Quotation providing items listed only.
19. Quotation being provided as a Not for Construction budget.

Important: Quote does not include the following (unless otherwise specifically noted above in the General Scope of Supply):

- **Fuel, Fuel Piping, Fuel Venting**
- **Fuel Equipment Installation**
- **Exhaust Equipment Installation**
- **Exhaust Pipe & Insulation**
- **Electrical Equip. Installation**
- **Cables, Wires and Conduits**
- **All Equipment Installation**
- **Engineering & Design**
- **Engineering Drawings**
- **Installation Permitting & Fees**
- **Foundation Concrete Pad**
- **Equipment Unloading**
- **Equipment Storing**
- **Equipment Rental**
- **Equipment Anchoring**

TERMS: 90% payment due 30 days from date of invoice; Balance payment due prior to start up or 180 days after invoice, whichever occurs. **Sales tax has not been included in this quotation.** CONDITIONS: Terms of this sale are subject to credit approval @ Pantropic Power. Cancellations will not be accepted except on terms that will indemnify Pantropic Power against any loss. Cancellation charges will apply to orders cancelled after Pantropic's receipt of written release for production from Customer. Prices are valid for 30 days from quote date. The conditions of this quotation become a part of any order resulting hereforth and any purchase order submitted in response to this quotation, modifying, altering, or adding to these conditions shall not be binding unless accepted by us in writing. There are no agreements, understandings, or stipulations relative to this quotation other than those expressed herein. Quotation is subject to Standard Pantropic Power Products, Inc. Standard Terms & Condition on reverse side.

Thank you for allowing us the opportunity to propose the above-described equipment.

PANTROPIC POWER, INC.

Rolando Coll
(305) 477-3329 Ext. 3025
(305) 477-1943 Fax

Hazard Mitigation Grant Program
Sub-Recipient Management Cost (SRMC) Request Form

Project ID#: **4673-(677)** County: Miami-Dade Modification #: N/A
Sub-applicant: City of North Miami Beach
Project Title: City of North Miami Beach, Norwood WTP, Generator

Point of Contact

Name: Andrea Suarez Abastida Title: Director NMB Water
Agency: City of North Miami Beach Address: 17050 NW 19th Ave, North Miami Beach, FL 33162-3109
Phone: 305-948-2967 ext 2983 Email: andrea.suarez@citynmb.com
Federal Share Amount: $ 2,518,662.00 Cost Share Percentage: 68.951242001%

Project Budget Information

Phase I	Federal	Local	Total	Available SRMC Funds
Funding Request	$ -	$ -	$ -	**$ -**
Non-Phased or Phase II				
Funding Request	$ 2,518,662.00	$ 1,134,154.00	$ 3,652,816.00	**$ 167,910.80**
Project Total				
	$ 2,518,662.00	**$ 1,134,154.00**	**$ 3,652,816.00**	**$ 167,910.80**

Sub-Recipient Management Costs Details

A. Personnel (In-House Labor) ***If "Salaried" convert to hourly rate (Salary/2080 = Hourly Rate)**

Position	Base Rate	Fringe %				Total Rate	Hours	Costs
		FICA	Health Insurance	Retirement	Other			
Pre-Award								$ 9,018.0700
						$ -		$ -
						$ -		$ -
						$ -		$ -
Estimated Subtotal:								$ 9,018.07

Narrative:

Pre-Award:
Grant Management: Assisted in work performed for procurement of grants writing contract, development and submittal of application. NMB Water Director: Performed majority of work for form completion, research, communication, and further development and submittal of application. Maintenance Manager: Performed work in the aspect of communication with generator companies and hand over for the application.

The total Fringe Benefit percentage is 29.95%. It is comprised of a (7.65%) for FICA, (11.02%) for Health Insurance, (10%) for Retirement, and the "Other" category includes Life/Disability Insurance (0.98000%) and Worker Comp (0.3000%).

B. Contractual Services

Company Name(s) or Consultant(s)	Purpose	Costs
Pre-Award	Application Development	$ 3,000.00
Estimated Subtotal:		$ 3,000.00

Narrative:

Pre-Award:
Assistance with development of the application and submittal. Worked alongside the City grant manager and NMB Water Director. Estimated Hours: 19.12

Hazard Mitigation Grant Program
Sub-Recipient Management Cost (SRMC) Request Form

Project ID#: **4673-(677)** County: Miami-Dade Modification #: N/A

Sub-applicant: City of North Miami Beach

Project Title: City of North Miami Beach, Norwood WTP, Generator

C. Indirect Costs

*** Optional: if you choose this option, you will have to include it on all awards for the referenced disaster.**

Description	Base	Rate	Costs
De Minimis Indirect Cost Rate	$ 9,018.07		$ -
Estimated Subtotal:			$ -

Narrative:

Indirect costs are based on the maximum De Minimis Indirect Cost Rate of 10.00% on Total Direct Labor (Personnel + Fringe).

D. SRMC Pre-Award

Pre-Award Sub-Recipient Management Cost is requested in the amount of: **$ 12,018.07**

Start Date: 04/27/2023

Total Estimated Sub-Recipient Management Cost Requested: **E. $ 12,018.07**

Maximum amount available (5%) **F.** $ 167,910.80

If negative, adjust Section A, B, C and/or D (above) by amount shown **G.** $155,892.73

Strategic Funds Management (SFM) - Sub-Recipient Management Costs (SRMC) need to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated.

Annual Breakdown of Estimated SRMC

Year 1	Year 2	Year 3	Year 4	Total Estimated SRMC
$ 12,018.07	$ -	$ -	$ -	$ 12,018.07

Sub-Recipient Acknowledgement: *Authorized Agent or Point of Contact (POC) can sign this request

☐ Our organization is declining the use of SRMC funding for the referenced project.

**Authorized Agent must sign for declining funds

This request is related to eligible indirect costs, direct administrative costs, or other administrative expenses associated with this specific project.

The administrative requirements of the Code of Federal Regulations Title 2 Part 200: Uniform Administration Requirements (2 CFR 200) have been met.

Name: Jesse Emo Authorization: Point of Contact (POC)

Title: Maintenance Manager

Signature: Date: 10/09/2024

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of North Miami Beach
PROJECT #:	4673-208-R
PROJECT TITLE:	City of North Miami Beach, Norwood WTP, Generator
CONTRACT #:	H1168
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Jesse Emo Maintenance Manager 19150 Northwest 8th Avenue Miami Gardens, Florida 33162

Enclosed is your copy of the proposed contract/modification between **City of North Miami Beach** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☐	This form is required to be included with all Reviews, Approvals, and Submittals
☐	Reviewed and Approved
☐	Signed & Dated Electronic Copy by Official Representative
☐	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☒	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment M – Foreign County of Concern Affivadit completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (321) 209-6979 or email me at Abigail.Herrick@em.myflorida.com.

Agreement Number: **H1168**

Project Number: **4673-208-R**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of North Miami Beach
Sub-Recipient's unique entity identifier (UEI/FEIN):	HH2TCR67J7E8 / 59-6000389
Federal Award Identification Number (FAIN):	FEMA-DR-4673-FL
Federal Award Date:	January 8, 2025
Subaward Period of Performance Start and End Date:	April 27, 2023 – January 31, 2028
Amount of Federal Funds Obligated by this Agreement:	$2,530,680.07
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$2,530,680.07
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$2,530,680.07
Federal award project description (see FFATA):	Generator
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Abigail.Herrick@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of North Miami Beach, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Abigail Herrick
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 321-209-6979
Email: Abigail.Herrick@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Jesse Emo
   Maintenance Manager
   19150 Northwest 8th Avenue
   Miami Gardens, Florida 33162
   Telephone: 305-650-0000 Ext. 3304
   Email: Jesse.Emo@citynmb.com

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on April 27, 2023 and shall end on January 31, 2028, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement ("Budget and Scope of Work").

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$2,530,680.07**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) <u>RECORDS</u>

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and

Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The

Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, 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 been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. 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 considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. 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 to be provided advising the said labor union or workers' representatives 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.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by 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.

vii. 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 canceled, 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 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 11246 of September 24, 1965, 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 administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

> i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
>
> ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
>
> iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following

affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF NORTH MIAMI BEACH

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date:_____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$2,530,680.07**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Generators for Critical Facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to the Norwood Water Treatment Plant, in Miami, Miami-Dade County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-208-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, City of North Miami Beach, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide backup power to the Norwood Water Treatment Plant at 19150 Northwest 8th Avenue, Miami, Florida 33169.

The HMGP project shall provide protection by purchasing and installing one (1) permanent generator at one (1) water treatment plant with 1,750 kW capacity or the adequate size determined by the vendor/or an electrical engineer during the bid process, to appropriately support this facility. The project includes constructing an equipment pad, aluminum enclosure, installing an automatic transfer switch (ATS), a supply diesel tank and electrical connections. Currently this infrastructure is unprotected without any source of backup power during power outages, an interruption in the electric power supply would result in a loss of water treatment service, negatively affecting the community. The project shall decrease the risk of electrical power loss to the treatment plant and shall allow the city to maintain the water utility operations during future power outages.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator(s) and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Location	kW	Coordinates
1)	19150 Northwest 8th Avenue, Miami, Florida 33169	1,750	(25.950583, -80.216189)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All

procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

   The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

   a) Copy of permit(s), notice of commencement.

   b) Local Building Official Inspection Report and Final Approval.

   c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.

   d) Signed and Sealed copy of the As-built plans, as applicable.

e) Certified Letter of Completion, as applicable:

   1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.

   2. Certifying Compliance with all applicable codes.

f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

g) Verification letter or documentation showing unusable equipment, debris, materials, petroleum products, hazardous materials, and toxic wastes were handled, managed, and disposed of in accordance with local, state, and federal requirements, to include where such materials and equipment were disposed of.

h) Verification letter or documentation showing the generator is protected to the 500-year (0.2% annual chance) flood elevation, documenting which protection option was selected.

i) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

   The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

   The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

   Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

   Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

   Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) <u>Deliverables:</u>

Mitigation Activities consist of providing protection to the Norwood Water Treatment Plant in Miami, Florida 33169, by installing one (1) permanent generator. The project includes constructing an equipment pad, aluminum enclosure, installing an automatic transfer switch (ATS), a supply diesel tank and electrical connections.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA), comply with applicable

National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator(s) and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
3) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.

3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

4) Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, the Sub-Recipient shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance with the requirements and to the satisfaction of the governing local, state and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) <u>Programmatic:</u>

1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished, and documentation submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

8) Special Condition required on implementation of project:

   a) **RCRA Condition:** Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, Sub-Recipient shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition:** Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA), **Monitoring Required: No**

9) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

   a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

c) SRMC cannot exceed 5% of the total project costs awarded.

d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4673-208-R.** It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on January 8, 2025; and the Period of Performance for this project shall end on **January 31, 2028**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Permitting:	3	Months
Construction / Installation:	15	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	3	Months
Total Period of Performance:	**36**	**Months**

BUDGET

Line-Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$3,358,216.00	$2,315,531.64	$1,042,684.36
Labor:	$0.00	$0.00	$0.00
Fees:	$294,600.00	$203,130.36	$91,469.64
Initial Agreement Amount:	**$3,652,816.00**	**$2,518,662.00**	**$1,134,154.00**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$3,652,816.00**	**$2,518,662.00**	**$1,134,154.00**
****SRMC**			
SRMC:	$0.00	$0.00	
SRMC-Pre-Award:	$12,018.07	$12,018.07	
SRMC Total:	**$12,018.07**	**$12,018.07**	

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** This project has an estimated $0.00 in contingency funds.** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

***** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $12,018.07 in Federal funding.** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

*This project has a **SRMC Pre-Award,** approved by FEMA in the amount of **$12,018.07**, with a start date of **April 27, 2023**.*

Funding Summary Totals

Federal Share:	$2,518,662.00	(68.951242%)
Non-Federal Share:	$1,134,154.00	(31.048758%)
Total Project Cost:	**$3,652,816.00**	**(100.00%)**

SRMC (100% Federal)	$12,018.07

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Program and Policy Guide, 2023;

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference, HMA Program and Policy Guide, 2023, G.3. Award Extensions, paragraph 3.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of North Miami Beach

REMIT ADDRESS: 17050 Northeast 19th Avenue

CITY: North Miami Beach STATE: Florida ZIP CODE: 33162

PROJECT TYPE: Generator PROJECT #: 4673-208-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1168

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 68.951242%	Obligated Local Non-Federal 31.048758%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____ DIVISION DIRECTOR

APPROVED FOR PAYMENT $ _____ _____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of North Miami Beach PAYMENT #:

PROJECT TYPE: Generator PROJECT #: 4673-208-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1168

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents % completion of the project.				***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: CITY OF NORTH MIAMI BEACH

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: City of North Miami Beach **PROJECT #:** 4673-208-R

PROJECT TYPE: Generator **CONTRACT #:** H1168

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:**

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: Contract Expiration Date:
Date Deliverables Submitted: Closeout Requested Date:

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC):

Signature: Phone:

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:*

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: *Reviewer:* *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of North Miami Beach
Sub-Recipient's Name

H1168
DEM Contract Number

4673-208-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4673-208-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 2,530,680.07

OBLIGATION/ACTION DATE: January 8, 2025

SUBAWARD DATE (if applicable): _____

UEID/SAM#: HH2TCR67J7E8

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide backup power to the Norwood Water Treatment Plant at 19150 Northwest 8th Avenue, Miami, Florida 33169.

The HMGP project shall provide protection by purchasing and installing one (1) permanent generator at one (1) water treatment plant with 1,750 kW capacity or the adequate size determined by the vendor/or an electrical engineer during the bid process, to appropriately support this facility. The project includes constructing an equipment pad, aluminum enclosure, installing an automatic transfer switch (ATS), a supply diesel tank and electrical connections. Currently this infrastructure is unprotected without any source of backup power during power outages, an interruption in the electric power supply would result in a loss of water treatment service, negatively affecting the community. The project shall decrease the risk of electrical power loss to the treatment plant and shall allow the city to maintain the water utility operations during future power outages.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator(s) and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Location	kW	Coordinates
1)	19150 Northwest 8th Avenue, Miami, Florida 33169	1,750	(25.950583, -80.216189)

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor’s Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor’s Authorized Official

_____
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is “Yes,” provide the information required in the “Total Compensation Paid to Non-Profit Personnel Using State Funds” form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is “No”, move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

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:	Tarik Rahmani, Interim Deputy City Manager
VIA:	Andrew Plotkin, Interim City Manager
DATE:	July 15, 2025

RE: Resolution No. R2025-91 Approving a Budget Amendment to Allocate Matching Funds for the FEMA Hazard Mitigation Grant Project for the Norwood Water Treatment Plant (Tarik Rahmani, Interim Deputy City Manager)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution

RESOLUTION NO. R2025-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2024-2025 ADOPTED BUDGET TO ALLOCATE MATCHING FUNDS FOR THE FEMA HAZARD MITIGATION GRANT PROJECT FOR THE NORWOOD WATER TREATMENT PLANT GENERATOR PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach ("City") adopted Resolution No. R2024-109 on September 25, 2024, establishing revenues and appropriations for the City for the Fiscal Year commencing October 1, 2024, and ending on September 30, 2025 ("FY Budget 2024-25"); and

WHEREAS, the City has been awarded a cost-reimbursement grant from the Federal Emergency Management Agency (FEMA) under the Hazard Mitigation Grant Program (HMGP), administered by the Florida Division of Emergency Management (FDEM), for the Norwood Water Treatment Plant Generator Project; and

WHEREAS, the total project cost is $3,652,816.00, of which FEMA will reimburse $2,518,662.00, requiring a local matching contribution of $1,134,154.00 from the City; and

WHEREAS, to meet the grant requirements and support the execution of the FDEM agreement, a budget amendment is necessary to designate and appropriate the City's matching funds in the FY 2024-25 Budget; and

WHEREAS, the Mayor and City Commission find it to be in the best interests of the City to approve this budget amendment to support infrastructure resiliency and ensure compliance with federal grant requirements.

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

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

Section 2. The City Commission hereby approves and authorizes the following amendment to the FY 2024-25 Budget:

Increase revenues and expenditures in the appropriate Utility or Capital Fund by $1,134,154.00 to support the local match requirement for the FEMA HMGP grant for the Norwood WTP Generator Project.

Revenue Account:
Expenditure Account:

Section 3. The City Manager is hereby authorized to implement the provisions of this Resolution.

Section 4. This Resolution shall become effective immediately upon approval.

APPROVED AND ADOPTED by the City Commission of the City of North Miami Beach at its regular meeting assembled this **15th day of July 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

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:	Hamid Nikvan, NMB Water Director
VIA:	Andrew Plotkin, Interim City Manager
DATE:	July 15, 2025

RE: Resolution No. R2025-92 Approving a Purchase Order with Eaton Corporation for the Purchase of Two Electrical Transfer Switchgear Systems (Hamid Nikvan, NMB Water Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Resolution
- Exhibit A

20MAY25

CITY COMMISSION
STAFF REPORT

DEPARTMENT:
NMB Water

SUBJECT:
Motion to approve and authorize a single-source procurement from Eaton Corporation – Power Systems Controls (PSC) Division for the engineering, materials, and turnkey upgrade of two (2) electrical transfer switchgear systems from legacy relay-based logic to modern PLC-based automatic transfer systems. Total project cost shall not exceed **$233,070.00**, in accordance with Section 3-3.14 of the City's Code of Ordinances for Fiscal Year 2025.

BACKGROUND OF ITEM:
The Norwood Water Treatment Facility operates two major Switchgears—**North High Services Room** and **Membrane Building**—which use hardwired **relay-based logic for their automatic transfer switches**. These systems manage transitions between **dual FPL utility sources** and standby **emergency generators**, enabling uninterrupted power to critical systems. Eaton currently performs annual preventive maintenance on these switchgear units under contract.

However, the **relay logic transfer components have begun to show signs of degradation**, leading to troubleshooting difficulties, inconsistent transitions, and increased downtime risks. The existing architecture is no longer aligned with industry best practices and limits SCADA integration, remote diagnostics, and responsive control.

This project will modernize both transfer switchgear systems with **Rockwell CompactLogix PLCs** and **Eaton XV-series HMIs**, ensuring smooth transitions between utility and generator power while enhancing control, safety, and integration with the existing SCADA environment.

ANALYSIS:
As the **original equipment manufacturer**, Eaton PSC is the only vendor with direct access to the switchgear's engineering drawings, panel layouts, and historical configurations. Their team is uniquely qualified to safely remove the legacy relay logic and install PLC-based automatic transfer schemes that integrate directly with existing Eaton infrastructure and SCADA points.

Key operational benefits include:

- **Improved switching reliability** during power source transitions

- **Full SCADA integration**, enabling real-time monitoring, alarms, and remote control
- **Enhanced troubleshooting capabilities** via HMI displays and event logging
- **Reduced downtime** and clearer diagnostics during emergency events

Modernizing to a PLC-based system also ensures the facility meets future resiliency and automation standards. Each system will be upgraded under a separate site visit to maintain operational readiness.

Note: The primary quotes combined are listed at **$233,070.00**, however a 5% contingency has been included, bringing the total not-to-exceed amount to **$244,723.50**, to account for potential unseen issues.

FISCAL IMPACT:
Total Not to Exceed: **$244,723.50**
Budget Line Item: **410904-53360**

ALTERNATIVES:
The City may solicit bids from alternative contractors; however, this would delay the project and potentially result in non-uniform finishes, increased administrative overhead, and higher costs. Additionally, vendors unfamiliar with the facility may not comply with safety protocols for working inside potable treatment environments.

ATTACHMENTS:

- Proposal# PSC-250218-01-JGR
- Sole Source Justification Memo
- Sole Source Letter Signed & Dated

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 EATON CORPORATION FOR THE SOLE SOURCE PURCHASE OF TWO ELECTRICAL TRANSFER SWITCHGEAR SYSTEMS IN AN ESTIMATED BUDGETED AMOUNT OF $233,070.00, 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 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: SS-2025-039), was published on the OpenGov E-Procurement portal outlining the City's intention to proceed with the sole-source procurement methodology for the purchase of two (2) electrical transfer switchgear systems from legacy relay-based logic to modern PLC based automatic transfer systems. During that period, the city did not receive and or could not substantiate the same products or services from alternate vendors; and

WHEREAS, as the original equipment manufacturer, Eaton PSC is the only vendor with direct access to the switchgear's engineering drawings, panel layouts, and historical configurations. Their team is uniquely qualified to safely remove the legacy relay logic and install PLC-based automatic transfer schemes that integrate directly with existing Eaton infrastructure and SCADA points.

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 $233,070.00 for two (2) electrical transfer switchgear systems; 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 $233,070.00 for two (2) electrical transfer switchgear systems from Eaton 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 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 two (2) electrical transfer switchgear systems in an estimated budgeted amount of $233,070.00 with Eaton Corporation, 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 **15th day of July 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

City of North Miami Beach

SS-2025-039

PURCHASE OF POWER SYSTEM CONTROL (PSC) FROM EATON CORPORATION

RELEASE DATE: June 16, 2025
RESPONSE DEADLINE: June 25, 2025, 3:00 pm
Please refer to the project timeline in this document for all important deadlines.

Table Of Contents

1. Sole Source Justification
2. Vendor Response
3. Attachments

Attachments:

A - Sole Source Binder14

1. Sole Source Justification

1.1. Summary

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.

1.2. Background

Reference #: SS-2025-039

Subject: Purchase of POWER SYSTEM CONTROL (PSC) from Eaton Corporation

City of North Miami Beach intends to award a procurement as a Single Source Procurement in accordance with its Policy 450.03, and State of Florida Statute 287.057 (3) (c). Any responses received in reference to this Notice will be for the sole purpose of determining whether a competitive procurement is in the best interest of the Authority. This is not a solicitation, and there is not a solicitation available.

A Single Source Procurement is a purchase that is directed to one (1) source because of standardization, warranty, or other factors, which for justifiable reasons, is found to be most advantageous for the City of North Miami Beach, even though other competitive sources may be available. A Single Source Procurement is a non-competitive procurement method.

All are encouraged to notify the Purchasing Agent (Agent), stating their company/agency name, address, contact name, contact email, and a statement regarding their capability to provide the requested goods or services. All responses must be in writing, submitted electronically via the e-Procurement Platform ("Platform"), by 3:00 pm on Wednesday, June 25, 2025.

The determination not to compete this proposed action based on the responses to this Notice is solely within the discretion of the Chief Executive Officer for purchases up to $250,000.00, and at the discretion of the Aviation Authority Board for purchases that exceed $250,000.00.

Procurement details are listed herein.

1.3. Timeline

Sole Source Advertisement Release Date	June 16, 2025
Sole Source Advertisement Close Date	June 25, 2025, 3:00pm

2. Vendor Response

1. Response from Vendor
   A. A statement regarding their capability to provide the requested goods or services.
   B. Distributors and re-sellers are highly encouraged to include a statement from the product manufacturer stating that they are authorized to sell the product.
   C. Any other relevant information.

Notice of Intent to Award a Sole Source Procurement

Subject: Power System Controls (PSC) RELAY TO PLC from Eaton Corporation

Document Number: SS-2025- 039

Date: June 16, 2025

Written Response Due: June 24, 2025

Time: 3:00 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 Administration

Product and/or services to be purchased: Power System Controls (PSC) from Eaton Corporation

Anticipated Cost: $244,723.50

Sole Source Justification: The Norwood Water Treatment Facility contains a multitude of Eaton sourced components for our three (3) Switch Gears. Repairs, maintenance and modifications made to Westinghouse, Challenger, Cutler-Hammer, Cooper Power Systems, or Eaton electrical equipment is required. Eaton Electrical Services & Systems (Eaton Electrical Engineer Services and Systems Division) is the sole authorized representative.

Actions 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.

City of North Miami Beach

SOLE SOURCE REQUEST FORM

PROCUREMENT MANAGEMENT DIVISION

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

VIA: Chief Procurement Officer

FROM: _____ (Name)

_____ (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.

	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

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):

Eaton Electrical
Services & Systems
Power Systems Controls Group

EESS-PSC Proposal

Proposal#: PSC-250218-01-JGR
Proposal Date: 5/22/2025 **Revision #: 3**
EESS – MIK5-250327-01-AG

To: Alejandro Gonzalez	From: John Regan
Company: Eaton Corporation	Negotiation Application Engineer
	Mobile: 989-370-8432
Customer Name: North Miami WTP	Email: johngregan@eaton.com

Project: Upgrade Two (2) LVA Substations from Relay Based Transfer to PLC Based Automatic Transfer

Project Overview:

Eaton Power Systems Controls (PSC) will provide the engineering, design, demo drawings, construction drawings, PLC and HMI programming, installation of hardware, and site start-up and testing for two (2) 480V switchgear lineups from a hardwired relay based automatic transfer system to a PLC based system with an HMI. Following switchgear will be upgraded:

- North High Services Room
  - GO#s MMI00939-093/SMI04654-001
- Membrane Building
  - GO#s MMI00939-094/SMI04654-002

*SMI04654 is the generator structure added to the base GO items. Creating a GMTM system

The upgrade will reflect the switchgear provided on GO# MMI006755-001. This system uses a Rockwell Compact Logix PLC and an Eaton HMI. PSC will provide a Rockwell based automatic transfer system with an Eaton HMI, per the below BOM.

The upgrade for each substation will consist of:

- Demo of Relay Transfer components, PS/UPS combo, sensing relays, and associated wiring
  - PSC will provide demo drawings for EESS
- Installation of new sensing relays, AC-24VDC Power Supply, 24VDC UPS, UPS battery, CompactLogix PLC, and Eaton XV HMI.
  - PSC will provide installation and wiring drawings for installation
- Verification of all wiring to/from PLC for monitoring and control
- Verification of HMI communications between the PLC and HMI
- Functional Testing of the PLC based Automatic Transfer Scheme
- Final documentation for all work performed to provide as-built drawings and program back-ups

There are two identical systems. PSC is providing the below manpower for each system. Each upgrade will be performed on a separate site visit. The below is the time on-site for one upgrade.

Pre-engineering site visit to verify space, measurements, and customer coordination. One (1) PSC engineer for one (1) eight (8) hour day.

One (1) PSC and one (1) EESS engineer for five (5) eight (8) hour days during normal working hours.

During the upgrade automatic operation will not be available. Outages and switching will be required during the upgrade to access certain areas of the switchgear and to perform IO verification and functional testing. PSC estimates the upgrade will take 2-3 days for the demolition and installation, one day for IO checks and wiring verification, and one day for functional testing. Outages and switching will need to be coordinated by the customer during the upgrade for each switchgear.

Any order issued in response to this quotation will be governed by the terms and conditions contained in Eaton Selling Policy 25-000 which is attached hereto. The prices set forth in this quotation do not include any taxes. This quotation is valid for 60 days unless otherwise amended in writing by Eaton.
Shipment: F.O.B: Factory. Freight: Prepaid Added. Payment Terms: Net 30 days.

This proposal does not include evening or weekend hours. If the work must be performed outside normal working hours PSC will revise the pricing to reflect the difference in the hourly rate.

References:

The following documents were used in the scope development and estimating efforts for this proposal:

1. MMI00939-093 Factory Drawings (North High Services Room)
2. SMI04654-001 Factory Drawings (North High Services Room)
3. MMI00939-094 Factory Drawings (Membrane Building)
4. SMI04654-002 Factory Drawings (Membrane Building)
5. Site Photographs

Services:

1. Eaton will provide the following services for this project
    1. Design Engineering
    2. Documentation
    3. Control Programming
    4. HMI Programming
    5. Site Startup and Testing
    6. Final Documentation
    7. Project Management of EATON PSC materials and resources

Materials:

The following materials will be provided as part of this project.

North High Services Room

QTY	Description
1	COMPACTLOGIX PROCESSOR L30
2	COMPACTLOGIX 16PT 24VDC SINKING/SOURCING INPUT MODULE
1	COMPACTLOGIX 16PT 24VDC SOURCING OUTPUT MODULE
1	COMPACTLOGIX 24VDC Input 4A@5VDC-2A@24VDC
1	Eaton XV 10" HMI, Multi-Touch PCT, CE7 OS, 2 Ethernet
1	QUINT-PS/1AC/24DC/10 Power Supply
1	QUINT4-UPS/24DC/24DC/10 UNINTERRUPTED POWER SUPPLY
1	UPS-BAT/PB/24DC/4AH BATTERY MODULE
2	27 - Undervoltage Relay 120V
3	47 - PHASE SEQUENCE SENSING RELAY, 120V
1	81OU - Over/Underfrequency Relay 120V
1	27/59 - Under/Overvoltage Relay 120V
1	Lot of wire, relays, terminal blocks, as required

Membrane Building

QTY	Description
1	COMPACTLOGIX PROCESSOR L30
2	COMPACTLOGIX 16PT 24VDC SINKING/SOURCING INPUT MODULE
1	COMPACTLOGIX 16PT 24VDC SOURCING OUTPUT MODULE
1	COMPACTLOGIX 24VDC Input 4A@5VDC-2A@24VDC
1	Eaton XV 10" HMI, Multi-Touch PCT, CE7 OS, 2 Ethernet
1	QUINT-PS/1AC/24DC/10 Power Supply
1	QUINT4-UPS/24DC/24DC/10 UNINTERRUPTED POWER SUPPLY

Any order issued in response to this quotation will be governed by the terms and conditions contained in Eaton Selling Policy 25-000 which is attached hereto. The prices set forth in this quotation do not include any taxes. This quotation is valid for 60 days unless otherwise amended in writing by Eaton.

Shipment: F.O.B: Factory. Freight: Prepaid Added. Payment Terms: Net 30 days.

QTY	Description
1	UPS-BAT/PB/24DC/4AH BATTERY MODULE
2	27 - Undervoltage Relay 120V
3	47 - PHASE SEQUENCE SENSING RELAY, 120V
1	81OU - Over/Underfrequency Relay 120V
1	27/59 - Under/Overvoltage Relay 120V
1	Lot of wire, relays, terminal blocks, as required

Assumptions/Roles/Exclusions:

1. Roles - The customer will provide the following:
    1. Project Manager or person to serve as the primary contact for the Eaton Project Team
    2. Site Access as required to ensure successful installation, startup, and testing
    3. Coordinate switching, as required, for demolition, installation, and testing
    4. Provide generators with fuel for testing
2. Assumptions - Eaton has assumed the following:
    1. All internal switchgear components, breakers, relays, CPTS, etc., are fully functional
3. Exclusions - The following items are excluded as part of this projects scope of work
    1. Troubleshooting and repair of non-transfer system components is not included

Site Delays & Additional Scope:

Site delays beyond the control of Eaton and authorized additional scope will be charged per the prevailing rates in accordance with Eaton's Electrical Engineering Services & Systems Price List, including but not limited to:

- Additional site visits caused by lack of site readiness or availability for System testing
- On-site and off-site labor, including standby time and portal-to-portal time
- Travel and living expenses, plus a handling charge of 25%

Qualifications:

- Time classifications
    - Straight time: Monday through Friday, normal business hours up to 8 hours
    - Overtime: Monday through Friday, 8–12 hours or outside of normal business hours, Saturday up to 8 hours
    - Premium: Monday through Friday, more than 12 hours, Saturday more than 8 hours, Sundays, and holidays
- Standby time: When service personnel are on the job site but are unable to perform services requested due to circumstances beyond EESS control, the customer will be billed at applicable rates

Validity:

Prices will remain firm for 60 days from date of proposal.

General Terms:

1. Equipment Warranty. All Power Systems Controls equipment sold pursuant to the Contract shall be warranted against defects in manufacturing or materials in accordance with the Warranty for Products set forth in Selling Policy 25-000. Third party products supplied as part of the Power Systems Controls solution shall be warranted in accordance with the manufacturers' warranty policies.
2. Power Systems Controls Application Software Warranty. Eaton warrants that the Power Systems Controls application software sold pursuant to the Contract (the "System") will perform in accordance with the description and specifications set forth in the System Proposal provided by Eaton. Eaton disclaims the implied warranties of merchantability and fitness for a particular purpose. Claims by Buyer for failure to conform to the description and specifications set forth in the System Proposal must be made in writing, or verbally with confirmation in writing, within the earlier of:
    1. Ninety (90) days from the date of System Acceptance: The date when Eaton determines that the System is performing in accordance with the description and specifications set forth in the System Proposal;

Any order issued in response to this quotation will be governed by the terms and conditions contained in Eaton Selling Policy 25-000 which is attached hereto. The prices set forth in this quotation do not include any taxes. This quotation is valid for 60 days unless otherwise amended in writing by Eaton.

Shipment: F.O.B: Factory. Freight: Prepaid Added. Payment Terms: Net 30 days.

2. Ninety (90) days from the date of Beneficial Use: Should the System be put into operation by the Buyer prior to the date of System Acceptance, then the System shall be deemed to be providing beneficial use to the Buyer;
3. Twelve (12) months from the date of shipment of any assemblies which contain Power Systems Controls hardware.

3. Power Systems Controls systems are excluded from the Extended Warranty for Products, as defined by Selling Policy 25-000, and the Extended Warranty Program offered by Eaton Electrical Engineering Services & Systems.

4. To the extent that the worker(s), employee(s), or third-party contractor(s) of Customer (collectively, "Customer Worker(s)") support the work or project performed by Eaton, Customer represents that such Customer Worker(s) possess the qualifications, knowledge, skill and expertise necessary to perform the tasks involved in supporting the work or project. Customer further acknowledges that Customer, at all times, remains exclusively responsible for the actions and inactions of its Customer Worker(s), and that Customer shall defend and hold Eaton harmless against any losses, liabilities, damages, claims, suits, actions, proceedings, subrogations, costs, and expenses, including court costs and attorneys' fees, arising from the action(s) or inaction(s) of the Customer Worker(s).

Progress Billing:

item#	Description	Order Entry/Progress Billing	DOC Suffix	Product Code	D/Net Percentage
1A	North High Services Room	Submittal Approval	EEB	U0642	20%
1B	North High Services Room	Build Release	EEB	U0643	30%
1C	North High Services Room	Shipment	EEB	U0642	30%
1D	North High Services Room	Startup	EEB	U0642	20%
2A	Membrane Building	Submittal Approval	EEB	U0642	20%
2B	Membrane Building	Build Release	EEB	U0643	30%
2C	Membrane Building	Shipment	EEB	U0642	30%
2D	Membrane Building	Startup	EEB	U0642	20%

Pricing:

Eaton is pleased to provide a fixed price for this project in the amount of:

North High Services Room Switchgear..... $116,535 USD D/Net

Membrane Building Switchgear ..... $116,535 USD D/Net

Pricing Breakdown for 1 Room:

- FSR Engineer Labor = $96,360
- PLC Materials = $17,600
- Expenses = $2,575
- **Total per System = $116,535**

A fixed price purchase order should be provided in that amount. See ordering instructions below.

Order Information:

Please reference the Proposal Number PSC-250218-01-JGR r1 on any correspondence and the purchase order.

John Regan

Power Systems Controls AE
Electrical Engineering Services and Systems Division, Eaton

Any order issued in response to this quotation will be governed by the terms and conditions contained in Eaton Selling Policy 25-000 which is attached hereto. The prices set forth in this quotation do not include any taxes. This quotation is valid for 60 days unless otherwise amended in writing by Eaton.

Shipment: F.O.B: Factory. Freight: Prepaid Added. Payment Terms: Net 30 days.

Powering Business Worldwide
26201 Northwestern Hwy., Southfield, MI 48075
mobile: +1 989 370-8432
johngregan@eaton.com

Any order issued in response to this quotation will be governed by the terms and conditions contained in Eaton Selling Policy 25-000 which is attached hereto. The prices set forth in this quotation do not include any taxes. This quotation is valid for 60 days unless otherwise amended in writing by Eaton.

Shipment: F.O.B: Factory. Freight: Prepaid Added. Payment Terms: Net 30 days.

Eaton Corporation
Eaton Electrical Services & Systems
1700 S. Powerline Road Ste J
Deerfield Beach, FL 33442
Ph. (954) 571-8282
Fax (954) 419-9881

Sole Source Letter

April 22, 2025

Attn: **Procurement Director**

Subject: **Authorized Eaton Corporation – Sole Source Direct Sales and Service Provider**

Reference: **Eaton Electrical Services & Systems**

Eaton Corporation purchased the Westinghouse Distribution and Control Business Unit (DCBU) in 1994. This acquisition included all manufacturing operations and technology used by Westinghouse to manufacture and sell electrical distribution and control products. As the current manufacturer of Westinghouse and Cutler-Hammer distribution equipment, the current design and manufacturing information, and all current revisions and modifications to products, are held by Eaton Corporation.

Eaton Corporation created a new division in late 1997, now called the Eaton Engineering Services and Systems Division, in order to directly provide field engineering and service.

Today, pursuant to the agreements regarding the acquisition of the DCBU from Westinghouse in 1994, the only companies which are permitted to manufacture and sell electrical distribution equipment with an Eaton, Cutler-Hammer or Westinghouse trademark is Eaton Corporation. Eaton Electrical Services and Systems is the only engineering group which is authorized by the manufacturer to work on Eaton, Cutler-Hammer and Westinghouse electrical distribution products.

Our EESS engineers are available 7 days a week and can be reached by calling our office or our 24-hour hot line at (800) 498-2678. Included with this letter is a copy of our EESS -Technical Support and Service Rates in effect at this time along with Selling Policy 25-000. We offer a one-year warranty on all services and parts. If you have any questions regarding this information or requests for services please contact Angel Gomez on his cell @ 305-308-8081 or feel free to contact me directly at my office, 954-571-8282 ext.16 or cell phone 954-914-3669.

We appreciate this opportunity to be of service to you. If you have any questions or comments please feel free to contact us at any time.

Respectfully,

James A. Kronenwetter
Florida District Operations Center Manager
Eaton Corporation
Eaton **E**lectrical **S**ervices and **S**ystems
Ph: 954-571-8282
Fax: 954-419-9881
Cell: 954-914-3669
Email: jamesakronenwetter@eaton.com

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This submittal contains material which is Proprietary and Confidential to Eaton Corporation. It may only be used to evaluate and respond to this proposal. Unauthorized use and/or disclosure is strictly prohibited.

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:	Hamid Nikvan, NMB Water Director
VIA:	Andrew Plotkin, Interim City Manager
DATE:	July 15, 2025

RE: Resolution No. R2025-93 Approve a Purchase Order for SCADA Software Configuration and Integration Services with Trihedral Inc. (Hamid Nikvan, NMB Water Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Resolution
- Exhibit A
- COI

13MAY25

CITY COMMISSION
STAFF REPORT

DEPARTMENT:
NMB Water

SUBJECT:
Motion to approve and authorize a piggyback procurement from Trihedral Inc. for SCADA software configuration and integration services at the Norwood Water Treatment Plant, not to exceed **$214,670.00**. Procurement is made in accordance with Section 3-3.14 of the City Code, utilizing the City of West Palm Beach Contract No. 14533.

BACKGROUND OF ITEM:

As part of the SCADA Rehabilitation Project, NMB Water is modernizing its supervisory control and data acquisition (SCADA) system, transitioning to the VTScada platform. This migration includes updating operator interfaces, integrating new PLCs, and ensuring reliable historical data retention and alarm management.

Trihedral is the developer of VTScada and serves as the primary integrator for their system. Their services include custom configuration, application deployment, historical data architecture, alarm programming, training, and HMI screen design. Their direct involvement is required to ensure seamless deployment across the City's water treatment and distribution infrastructure.

This procurement leverages the competitively bid **Contract No. 14533** between the City of West Palm Beach and Trihedral, allowing NMB to expedite the SCADA upgrades without undergoing a new solicitation process.

ANALYSIS:
Trihedral's familiarity with the VTScada platform and their role as the proprietary software provider make them uniquely qualified for this work. Their proposed scope is directly aligned with the City's modernization goals and schedule, minimizing downtime and ensuring proper integration with current hardware deployments.

The quote from Trihedral totals **$214,670.00** and includes application development, system deployment, testing, and support. This figure reflects only services — software licensing was excluded to allow the City to procure licenses through an alternate vendor at equal or lower cost.

By shifting the direction from the initially considered Ignition platform to VTScada, the City is realizing an estimated **cost savings** of approximately **$280,000**. This decision reflects the outcome of careful due diligence by City staff to identify a more cost-effective solution while still meeting the operational, integration, and enhancement needs of the SCADA Rehabilitation Project.

FISCAL IMPACT:

Total Not to Exceed: **$214,670.00**

Budget Line Item: **416900-533630 (Improvements other than Building)**

General Ledger Acct. Number	Budgeted Amount	Available Amount	New Request Amount	Remaining Amount
416900-533630	$30,617,752.00	$6,996,829.73	$214,670.00	$6,782,159.73

Funding for this procurement is available through the existing Water Infrastructure Finance and Innovation Act (WIFIA) program, under the approved SCADA Rehabilitation Project budget.

ALTERNATIVES:

The City could choose to issue a formal solicitation for SCADA integration services; however, this approach would significantly delay the project timeline and may not result in better pricing or qualifications. Trihedral is the original developer and main integrator of VTScada, and any alternative vendor would still be required to coordinate with Trihedral for configuration and support. Proceeding with a new solicitation would increase administrative burden, extend procurement cycles, and introduce unnecessary risk to a critical infrastructure upgrade.

ATTACHMENTS:

- Triheadral's Quote #Q33381-000-002
- Memo of Justification
- Cooperative Agreement Reference: City of West Palm Beach Contract #14533
- Amendment No. 11 Reference: City of West Palm Beach Contract #14533.11
- Certificate of Liability Insurance

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 TRIHEDRAL, INC. FOR THE PURCHASE OF SCADA SOFTWARE CONFIGURATION AND INTEGRATION SERVICES; IN AN AMOUNT NOT TO EXCEED $214,670; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, City of West Palm Beach awarded Contract 14533 "Upgrade, Conversion and Maintenance of City-Wide SCADA System" to Trihedral, Inc. ("Trihedral") for a one-year term effective July 21, 2016, with optional annual renewals ("Piggyback Contract") which has been renewed through December 31, 2025; and

WHEREAS, as part of the Supervisory Control and Data Acquisition (SCADA) Rehabilitation Project, the NMB Water Department is modernizing its SCADA system by transitioning to the VTScada platform, a migration that includes updating operator interfaces, integrating new Programmable Logic Controllers (PLCs), and ensuring reliable historical data retention and alarm management; and

WHEREAS, Trihedral is the developer of VTScada and serves as the primary integrator of its system, providing services such as custom configuration, application deployment, historical data architecture, alarm programming, training, and Human-Machine Interface (HMI) screen design, with their direct involvement required to ensure the seamless deployment of the system across the City's water treatment and distribution infrastructure; and

WHEREAS, the City shall purchase from Trihedral through the City of West Palm Beach agreement, in accordance with the terms, conditions and pricing of the agreement; 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 budgeted amount not to exceed $214,670, for the purchase of SCADA software configuration and integration 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 Trihedral, Inc. in an estimated budgeted amount not to exceed $214,670, for the purchase of SCADA software configuration and integration services.

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

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

Section 2. The Agreement with Trihedral, Inc. in substantially the form attached as Exhibit "A," for an estimated budgeted amount not to exceed $214,670, for the SCADA software configuration and integration service for the NMB Water Department, 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 **15th day of July 2025**.

ATTEST:

ANDRISE BERNARD, MMC	MICHAEL JOSEPH
CITY CLERK	MAYOR

(CITY SEAL)

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

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

EXHIBT A

PROCUREMENT MANAGEMENT DEPARTMENT

PIGGYBACK/COOPERATIVE PURCHASE REQUEST FORM

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.

17011 N.E.19th Ave., Suite 315 North Miami Beach, FL 33162 • P: 305-948-2946 • F: 305-957-3522 • bids@citynmb.com

	Approved	Date
Form Prepared By:	_____	_____
Department Director:	_____	_____
Finance 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.

17011 N.E.19th Ave., Suite 315 North Miami Beach, FL 33162 • P: 305-948-2946 • F: 305-957-3522 • bids@citynmb.com

PROCUREMENT MANAGEMENT DEPARTMENT

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

VIA: Chief Procurement Officer

FROM: _____ _____
Director Title/Department

_____ _____
Signature Date

RE: _____

Fiscal Amount not to Exceed: $_____ **Vendor #**_____

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

This procurement supports the City of North Miami Beach's Strategic Plan Goal of "Infrastructure Investment and Resilience", by ensuring the modernization and reliability of our SCADA (Supervisory Control and Data Acquisition) systems. It advances the City's goal to improve utility operations, increase system reliability, and support regulatory compliance through timely infrastructure upgrades.

Background:

NMB Water is currently undertaking a comprehensive SCADA Rehabilitation Project to modernize its control and monitoring systems. As part of this effort, the City is transitioning to VTScada, a platform known for its scalability, cybersecurity alignment, and compatibility with utility operations. Additionally, Trihedral Engineering Limited is the original developer and integrator of the VTScada software.

Recommendation:

It is recommended that the City Commission approve the piggyback procurement with Trihedral. Their scope includes application development, configuration, alarm integration, tag database management, and deployment of the SCADA platform across treatment facilities and remote sites, maintaining alignment with project schedules and regulatory compliance efforts.

Fiscal Impact / Account Number(s):

Finance Director: _____ **Date** _____

Chief Procurement Officer: _____ **Date** _____
(Purchases/Contract up to $25,000.00)

City Manager: _____ **Date** _____
(Purchases/Contracts up to $50,000.00)

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

Trihedral
A Delta Group Company

VTScada by Trihedral

Trihedral Inc.
7380 W Sand Lake Rd., Suite 100
Orlando, Florida
32819

Phone: 407-888-8203
Fax: 407-888-8213
www.trihedral.com

NMB Water

iFix SCADA Conversion to VTScada
Quote # Q33381-000-002

Date: Jun 4, 2025
Delivered to: Guilherme Neukamp

Rev. #	Revision Details	Issue Date	Prepared By	Reviewed By
0	Original Issue	Mar 6, 2025	V. Smeenk	M. Neily
1	Add software, historical data, custom monthly report	May 15, 2025	V. Smeenk	M. Neily
2	Remove software, add WPB Contract reference	Jun 4, 2025	V. Smeenk	M. Neily

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Contents

1 OVERVIEW 1

2 SCOPE DEFINITION 2

2.1 TRIHEDRAL RESPONSIBILITIES 2
2.2 NMB WATER RESPONSIBILITIES 2
2.3 ASSUMPTIONS & CLARIFICATIONS 3

3 DELIVERABLES 4

4 SCHEDULE 5

5 PRICE 6

5.1 PRICE BREAKDOWN 6
5.2 ADDITIONAL SERVICES 6

6 TERMS 7

6.1 EXPIRY 7
6.2 BILLING SCHEDULE 7
6.3 ENGINEERING AND TECHNICAL SERVICES TERMS AND CONDITIONS 7
6.4 CONFIDENTIALITY 7
6.5 LIABILITY OF TRIHEDRAL 8
6.6 NON-ASSIGNABILITY 8
6.7 FORCE MAJEURE 8
6.8 BINDING AGREEMENT 8
6.9 NON-WAIVER 8
6.10 SEVERABILITY OF TERMS 8
6.11 GOVERNING LAW AND VENUE 9
6.12 ACCEPTANCE BY CUSTOMER 10

APPENDIX A. IFIX GRAPHIC SCREENS TO CONVERT TO VTSCADA 11

APPENDIX B. ENGINEERING AND TECHNICAL SERVICES TERMS AND CONDITIONS (STANDARD CONDITIONS) 19

1 Overview

This document presents a fixed price to convert the existing iFix HMI SCADA software running at the North Miami Beach Norwood Water treatment Plant to a new VTScada based system. The prices and time estimates provided are based on information from the following:

- Site visit by Bryan Sinkler and Victor Smeenk of Trihedral on Jan 24, 2025
- Email dated 2/20/2025 from Neal Williams providing a list of the iFix graphic screens to be converted to VTScada format
- Email dated 2/20/2025 from Alejandro Martinez providing the iFix tag database for the wastewater system, in CSV format
- Phone call on Feb. 28, 2025 between Victor Smeenk of Trihedral, and Hamid Nikvan and Guilherme Neukamp of NMB Water
- Site visit by Victor Smeenk of Trihedral on Apr. 3, 2025
- Email dated May 13, 2025 from Alejandro Martinez with examples of the Daily and Monthly reports (NMB_2025_04_30_Daily.xls and NMB_2025_04_Month.xls)

2 Scope Definition

The scope of this proposal covers the labor required to convert the existing Norwood WTP iFix applications to a VTScada application. Since a formal scope of work has not been provided to Trihedral by NMB Water, this proposal is based on emulating the existing iFix applications used by NMB Water, using standard VTScada tools and features.

This proposal includes the conversion of the tags and graphics pages for the Water Treatment Plant and the graphics pages and tags related to the Lift Stations. A VTScada application will be built for each process (Water Treatment Plant and Lift Stations). The VTScada applications will run on suitable workstations or servers supplied by NMB Water.

The VTScada licenses required for this project will be purchased separately and are not included in this proposal. Two VTScada Dual Server Premium software bundles will be required which have a total of four Development Runtime licenses. The servers will be configured as redundant pairs (Primary and Backup) for each process (Water Treatment Plant and Lift Stations).

The basis of this proposal is the following:

- Approximately 12,250 iFix tags from ControlLogix PLCs, Modbus PLCs and power monitors to be converted to VTScada tags. The converted tags will be organized into hierarchical structures to take advantage of features in VTScada
- Approximately 63 full screen pages and 210 smaller pop-up pages to be converted to VTScada format with similar functionality. Some of the iFix pages are very similar (e.g. Pump Control pop-up pages) and will be replaced with a single pop-up page in VTScada. Please see Appendix A for a list of the screens as provided by NMB Water.

Included in the scope of this project are 4 days of on-site training for NMB Water personnel responsible for SCADA application maintenance.

After the VTScada applications have been built and installed, the existing historical tag data will be exported from the iFix system and imported to the new VTScada applications.

Custom daily and monthly reports will be developed and will provide the same functionality of the current reports that retrieve data from the iFix system. The new reports will follow the same format as the examples provided (NMB_2025_04_30_Daily.xls and NMB_2025_04_Month.xls).

2.1 Trihedral Responsibilities

For the pricing provided in this quote, Trihedral will perform the following services:

1. Design, coding, and testing of all supplied components
2. Attend regularly scheduled meetings with NMB Water to review the project status
3. Provision of all deliverables as detailed in section 3 *Deliverables*

2.2 NMB Water Responsibilities

For the pricing provided, it is assumed that NMB Water will perform the following services as part of the project:

1. Provide all necessary information required for the conversion of the iFix application to VTScada, such as IP addresses, user account credentials, etc.
2. Provide the necessary computers to run the converted VTScada application on

3. Perform all customer side testing
4. Provide training for the system end users
5. Update all internal documentation

2.3 Assumptions & Clarifications

The following items are not included in the scope of the project or the price provided by Trihedral:

1. All servers and associated hardware and any hardware configuration will be provided by NMB Water.
2. Commissioning costs are based on the assumption that VTScada and iFix can run in parallel.
3. NMB Water shall provide a training room and computers for students to facilitate the on-site training.
4. Should any issues arise with any internal plant or city-wide network that relates to the SCADA system, NMB Water shall provide staff knowledgeable with the architecture and ability to make changes to switches, ports, etc.

3 Deliverables

The major deliverables included in the price provided in this document include the following:

1. Design and development of a VTScada application tag database with similar functionality to the existing iFix applications
2. Design and development of VTScada application display screens with similar functionality to the existing iFix applications
3. Installation and commissioning of the VTSCADA based application on NMB Water redundant servers and thin client workstations
4. 4 days on-site training for NMB Water staff responsible for application maintenance
5. Historical data export from the existing iFix applications and import into the new VTScada applications
6. Development of custom daily and monthly reports with similar functionality to existing reports

4 Schedule

Note that the scheduled start date is based on **current availability** of Trihedral staff to perform the project tasks. Trihedral schedules work on a first come first served basis and thus the proposed starting and completion dates are subject to change until the receipt of a formal purchase order for the work.

The table below shows the expected major schedule milestones scheduled from the project start date.

Table 1 - Project Schedule Milestones

Task	Completion Date
Tag Database Configuration	Week 4
Display Screen Development	Week 20
Installation/Commissioning	Week 28
Training	Week 30
Historical Data Export/Import	Week 36
Custom Monthly Report Development	Week 39

The scheduled project start date will be determined after the acceptance of the quotation and the receipt of a formal purchase order for the work. Please note that the terms of this quotation, including any referenced customer agreements or Contract Standards are the exclusive basis of pricing and scheduling. Customer PO terms that differ from that used for quoting are not accepted and will result in delays due to legal review. These delays may be significant in regard to the proposed schedule. Any additional obligations and indemnities that are accepted may result in corresponding price increase. Trihedral schedules work on a first come first served basis and thus the proposed starting and completion dates are subject to change until the receipt of a formal purchase order for the work.

5 Price

The price to provide all materials and services detailed in Section 3 *Deliverables* is **$214,670.00 (USD)** plus all applicable taxes.
Please note that this price is intended as a firm quotation and all work outlined in this document will be completed for this price.

5.1 Price Breakdown

The following table details the pricing breakdown for the major project deliverables.

Table 2 - Price Breakdown

Item	Task	Units	Qty	$/Unit	Sub-Total
1	Tag Database Configuration	Hr	279.1	$135	$ 37,674
2	Display Screen Development	Hr	472.2	$135	$ 63,750
3	Installation and Commissioning	Hr	356.5	$135	$ 48,120
4	Training	Hr	60	$135	$ 8,102
5	Historical Data Import from iFix system	Hr	273.5	$135	$ 36,924
6	Custom Daily and Monthly Report Development	Hr	148.9	$135	$ 20,100
	Project Total				$ 214,670

Notes on Price Breakdown:
The pricing breakdown is provided to detail the goods and tasks that Trihedral expects to supply and complete in the performance of the specified fixed price work. Being of a fixed price nature, the line items are not allocations available for credit or cost reduction. Correspondingly, the prices shown are not limits on hours subject to cost increases without a material change in specifications. The quote is not divisible without a re-evaluation of all items.

5.2 Additional Services

In addition to the scope of work outlined above, NMB Water may purchase Trihedral's services to complete additional work at an hourly rate of **$135.00 (USD)** plus applicable expenses charged at cost plus an invoicing surcharge of 10%.

6 Terms

Placing a purchase order against this quotation will be deemed as having accepted the terms and conditions as detailed below. Please note that the terms of this quotation, including any referenced customer agreements or Contract Standards are the exclusive basis of pricing and scheduling. Customer PO terms that differ from that used for quoting are not accepted and will result in delays due to legal review. These delays may be significant in regard to the proposed schedule. Any additional obligations and indemnities that are accepted may result in corresponding price increase.

Trihedral has an existing contract with the City of West Palm Beach, Contract # 14533.011, “Agreement for Upgrade, Conversion and Maintenance of City Wide SCADA System”, executed on July 21, 2016, and amended each year since. Amendment 2 Item 1 covers the conversion of the iFix SCADA system previously running at the WPB ECR facility to a VTScada-based system as specified in Trihedral’s quote # Q11866 dated Apr. 24, 2017. The services provided under that Amendment closely match the work described here.

The services quoted in this proposal are in accordance with the terms, pricing and conditions of West Palm Beach Contract #14533.011, and these terms will be extended to the City of North Miami Beach. The City of North Miami Beach may use this existing contract to facilitate the purchase the services described in this proposal. Electronic copies of the WPB executed contract, relevant amendments, and quote are provided to NMB Water separately.

6.1 Expiry

This quotation is valid for a period of 30 days from the issue date.

6.2 Billing Schedule

Trihedral will issue NMB Water with invoices for major project milestones with amounts as detailed in section 5 *Price*.

Payment terms are Net 30 Days.

6.3 Engineering and Technical Services Terms and Conditions

Engineering and technical services which are enumerated in section 3 Deliverables, are provided by Trihedral Engineering Limited subject to terms and conditions specified in **Appendix B - Engineering and Technical Services Terms and Conditions (Standard Conditions)**

6.4 Confidentiality

1) During and after the performance of the Services pursuant to Quote, each party shall maintain in confidence all confidential and commercially sensitive information received from the other party in which the disclosing party has a proprietary interest (the Confidential Information), and shall not disclose any such Confidential Information to any third party, other than its own personnel, or use any such Confidential Information for any purpose whatsoever except as contemplated by this Quote. In maintaining the confidentiality of Confidential Information of the other party, each party shall exercise the same degree of care that it exercises with its own confidential information and in no event less than a reasonable degree of care.
2) The obligation of confidentiality in the preceding subsection shall not apply to the extent that:
   a) the party subject to the obligation is required by law to disclose information by order or regulation of a governmental agency, a regulatory authority or a court of competent jurisdiction; provided, however, that, if reasonably possible in compliance with such order or regulation, the party subject

to such requirement shall not make any such disclosure without first notifying the other party and allowing the other party a reasonable opportunity to seek injunctive relief from, or a protective order with respect to, the obligation to make such disclosure ;

b) the disclosed information was at the time of such disclosure to the party subject to the obligation already in, or thereafter entered, the public domain, other than as a result of actions of the receiving party, its directors, officers, employees or agents in violation hereof;
c) the disclosed information was lawfully known to the party subject to the obligation prior to the date of disclosure to the receiving party;
d) the party subject to the obligation establishes, upon documentation, that such party independently developed the disclosed information without any use of, or reference to, the disclosed information; or,
e) the disclosed information was received by the party subject to the obligation on an unrestricted basis from a source unrelated to any party to this Quote and to the best of the knowledge of the party subject to the obligation, without of a duty of confidentiality owed to the other party.

6.5 Liability of Trihedral

In no event shall the liability of Trihedral to the Customer or any other party extend to consequential or indirect damages.

6.6 Non-Assignability

This Quote may not be assigned or otherwise transferred to another party without the consent in writing of Trihedral.

6.7 Force Majeure

Neither Trihedral nor the Customer will be liable for failure to perform obligations pursuant to this Quote, to the extent that such failure to perform is attributable to unforeseen events which are beyond the reasonable control of the parties, including natural disaster (including fire, flood, blizzard, tornado, windstorm or earthquake), labour disruption (including strike or lockout), war (whether declared or not), riot, terrorist action, and interruption of electrical power or electronic communications services, provided that the party subject to such circumstance gives written notice as soon as possible to the other party, and acts with reasonable diligence to mitigate the effect thereof upon the performance of the Services.

6.8 Binding Agreement

Upon acceptance by the Customer, this Quote shall be binding upon the Customer, any other party using or relying upon the Software, their heirs, administrators, successors and assigns and shall be construed with such changes of gender and number as the context may require.

6.9 Non-Waiver

The failure the Customer or Trihedral to insist on the strict observance of its rights under this Quote shall not be deemed a waiver of such rights, which shall be determined in accordance with the express provisions of this Quote.

6.10 Severability of Terms

In the event that any provision of this Quote is determined to be unenforceable, illegal or void by a tribunal of competent jurisdiction, such provisions shall be severed from this Quote and the remaining provisions shall remain in full force and effect notwithstanding such unenforceability, illegality or invalidity.

6.11 Governing Law and Venue

This Quote shall be interpreted in accordance with and governed by the laws of the State of Florida, and the Customer attorns to the exclusive jurisdiction of the courts of Florida with respect to the adjudication of any issue concerning this Quote, except to the extent otherwise provided herein.

6.12 Acceptance by Customer

Quotation Accepted By:

Quote #: Q33381-000-002

Print Name: _____

Title: _____

Signature: _____

Date: _____

Appendix A. iFix Graphic Screens to Convert to VTScada

Page Name	Type	Description	Comments
Aa_TS.Grf	popup	iFix Tag Status Picture	Use Tag Browser
AI_TS.grf	popup	iFix Tag Status Picture	Use Tag Browser
ALARMS.grf	full	Alarm Page	Use Standard Alarm Page
Alarm_viewer.grf	full	Alarm Log	Use Standard Alarm Page
AO_TS.Grf	popup	iFix Tag Status Picture	Use Tag Browser in VTScada
Ar_TS.Grf	popup	iFix Tag Status Picture	Use Tag Browser in VTScada
Bb_TS.Grf	popup	iFix Tag Status Picture	Use Tag Browser in VTScada
Bl_TS.Grf	popup	iFix Tag Status Picture	Use Tag Browser in VTScada
Bw_filtov.grf	full	Filter Overview	Convert to VTScada format
Bw_pfd1.grf	full	Filter #1 Detail Page	Convert to VTScada format
Bw_stpts.grf	full	Filter Setpoints Page	Convert to VTScada format
Ca_TS.Grf	popup	iFix Tag Status Picture	Use Tag Browser in VTScada
D16_TS.grf	popup	iFix Tag Status Picture	Use Tag Browser in VTScada
Da_TS.Grf	popup	iFix Tag Status Picture	Use Tag Browser in VTScada
DI_TS.Grf	popup	iFix Tag Status Picture	Use Tag Browser in VTScada
Do_TS.Grf	popup	iFix Tag Status Picture	Use Tag Browser in VTScada
Dr_TS.Grf	popup	iFix Tag Status Picture	Use Tag Browser in VTScada
Dt_TS.Grf	popup	iFix Tag Status Picture	Use Tag Browser in VTScada
DynamoPopupHist.grf	popup	iFix Dynamo Control	Use Idea Studio in VTScada
Etr_TS.grf	popup	iFix Tag Status Picture	Use Tag Browser in VTScada
Ev_TS.Grf	popup	iFix Tag Status Picture	Use Tag Browser in VTScada
Fn_TS.Grf	popup	iFix Tag Status Picture	Use Tag Browser in VTScada
grfAlarmViewer.grf	popup	link to view Alarms	Use Standard Alarm Page
Hs_TS.Grf	popup	iFix Tag Status Picture	Use Tag Browser in VTScada
INFLUENT_VALVE_CONTROL.grf	popup	Influent Valve Control	Convert to VTScada format
MASTER_BACKWASH_CONTROL.grf	popup	Valve Control	Convert to VTScada format
NetworkStatusDisplay.grf	full	Network Status Display	Use Services page in VTScada
NetworkStatusOverview.grf	full	Network Status Overview	Use Services page in VTScada
NMB_Administrator.grf	popup	iFix Tool to sync users & pics	Automated in VTScada
NMB_Air_Strippers.grf	full	VOC Aeration System	Convert to VTScada format
NMB_Air_Strippers_Runtimes.grf	popup	Air Strippers Runtimes & Starts	Convert to VTScada format
NMB_AI_Alm_config.grf	popup	AIT 4201 Chlorine Alarm Config	Convert to VTScada format
NMB_Alarm_Summary.grf	full	Alarm Summary page	Use Standard Alarm Page
NMB_Alarm_Viewer.grf	full	Alarm History page	Use Standard Alarm Page
NMB_Ammonia_System.grf	full	Ammonia System page	Convert to VTScada format
NMB_Ammonia_System_Eng.grf	popup	Ammonia System Alarm Setpoints	Convert to VTScada format
NMB_Antiscalant_Runtimes.grf	popup	Antiscalant Runtimes and Starts	Convert to VTScada format

NMB_Chemical_Buildings.grf	full	Chemical Buildings	Convert to VTScada format
NMB_Cl2_ContactBasin_Eng.grf	popup	Chlorine Contact Basin & Transfer Pumps Alarm Setpoints	Convert to VTScada format
NMB_Cl2_ContactBasin_Flow_Tot.grf	popup	Contact Basin Flow Totals	Convert to VTScada format
NMB_Cl2_ContactBasin_Level_SP.grf	popup	Clearwell Level Setpoints	Convert to VTScada format
NMB_Cl2_ContactBasin_PID.grf	popup	Finished Water pH PID Control	Convert to VTScada format
NMB_Cl2_ContactBasin_PIDVar.grf	popup	Finished Water pH PID Variables	Convert to VTScada format
NMB_Cl2_ContactBasin_Runtimes.grf	popup	Cl2 Contact basin Runtimes and Starts	Convert to VTScada format
NMB_ClearWell_Eng.grf	popup	Lime Softening Clearwells Setpoints	Convert to VTScada format
NMB_CO2_CW_Pmp_Ctrl.grf	popup	CO2 System Carrier Water Pump Controls	Convert to VTScada format
NMB_CO2_Pretreat_Eng.grf	popup	CO2 System Alarm Setpoints	Convert to VTScada format
NMB_CO2_Runtimes.grf	popup	CO2 System Runtimes and Starts	Convert to VTScada format
NMB_Concentrate_Disposal_Eng.grf	popup	Concentrate Disposal Alarm Setpoints	Convert to VTScada format
NMB_Concentrate_Flow_Tot.grf	popup	Concentrate Disposal Flow Totals	Convert to VTScada format
NMB_Concentrate_Pressure_PID.grf	popup	Concentrate Booster Pressure PID Control	Convert to VTScada format
NMB_Concentrate_Runtimes.grf	popup	Concentrate Runtimes and Starts	Convert to VTScada format
NMB_Degasification_Eng.grf	popup	Degasification Alarm Setpoints	Convert to VTScada format
NMB_Degasification_PID4011_Var.grf	popup	Degasifier Inlet Flow PID Variables	Convert to VTScada format
NMB_Degasification_PID_4011.grf	popup	Degasifier Inlet Flow PID Control	Convert to VTScada format
NMB_Degas_ByDamper_Ctrl.grf	popup	Degasifier Bypass Damper Control	Convert to VTScada format
NMB_Degas_ByVlv_Ctrl.grf	popup	Degasifier Bypass Valve Control	Convert to VTScada format
NMB_Degas_Flow_Tot.grf	popup	Degasifier Flow Totals	Convert to VTScada format
NMB_Degas_NFBypassVlv_Ctrl.grf	popup	NF Degasifier Bypass Valve Control	Convert to VTScada format
NMB_Effluent_Eng.grf	popup	Effluent Processes Alarm Setpoints	Convert to VTScada format
NMB_Effluent_ExistingNew.grf	full	Effluent Existing and High Service Pumps Control	Convert to VTScada format
NMB_Effluent_GST_Fill_Valve.grf	popup	GST Fill Valve	Convert to VTScada format
NMB_Effluent_HSP13_Ctrl.grf	popup	High Service Pump 13 Control	Convert to VTScada format
NMB_Effluent_HSP14_Ctrl.grf	popup	High Service Pump 14 Control	Convert to VTScada format
NMB_Effluent_HSP468_Ind_Ctrl.grf	popup	High Service Pumps 4, 6 & 8 Individual Control	Convert to VTScada format
NMB_Effluent_HSP_Runtimes.grf	popup	Effluent High Service Pumps Runtimes & Starts	Convert to VTScada format
NMB_Effluent_HSP_Suc_Valve.grf	popup	High Service Pumps Suction Valve	Convert to VTScada format
NMB_Effluent_Individual.grf	full	High Service Pumps Individual Control	Convert to VTScada format
NMB_Effluent_Plant_Bypass_Valve.grf	popup	Effluent Plant Bypass Valve	Convert to VTScada format
NMB_Effluent_Processes_Flow_Tot.grf	popup	Effluent Processes Flow Totals	Convert to VTScada format
NMB_Effluent_Water_Statistics.grf	popup	Finished Water Statistics	Convert to VTScada format
NMB_Flows_Summary.grf	full	Plant Flow Summary	Convert to VTScada format
NMB_Flow_Summary.grf	full	Flow Summary	Convert to VTScada format
NMB_Fluoride_Tot.grf	popup	Fluoride Flow Totals	Convert to VTScada format

NMB_HydrofluorAcid_PmpCtrl.grf	popup	Hydrofluorosilic Pump Controls	Convert to VTScada format
NMB_HydrofluorAcid_Runtimes.grf	popup	HydrofluoroAcid Pump Runtimes and Starts	Convert to VTScada format
NMB_HydrofluorAcid_System.grf	full	Hydrofluorosilic Acid System	Convert to VTScada format
NMB_HydrofluorAcid_System_Cap.grf	popup	Hydrofluorosilic Pumps Capacity Setpoint	Convert to VTScada format
NMB_HydrofluorAcid_Sys_ALM.grf	popup	Hydrofluorosilic Acid System Alarm Setpoints	Convert to VTScada format
NMB_InjectionWell_SummaryData.grf	full	Injection Well Summary Data	Convert to VTScada format
NMB_LimeSlurryFeed_Eng.grf	popup	Lime Slurry Feed Alarm setpoints	Convert to VTScada format
NMB_Lime_Feed_System_Cntrl.grf	popup	Lime Feed System Control - Transfer Pumps	Convert to VTScada format
NMB_Lime_Slaker_Acid_Controls.grf	popup	Lime Slaker Acid Controls	Convert to VTScada format
NMB_Lime_Slaker_Cal_2.grf	popup	Lime Slaker Cal 2 - set uo procedures	Convert to VTScada format
NMB_Lime_Slaker_Cal_LoadCells.grf	popup	Lime Slaker Cal Load Cells - calibrate procedures	Convert to VTScada format
NMB_Lime_Softening_Clearwells.grf	full	Lime Softening Clearwells	Convert to VTScada format
NMB_Lime_Softening_Pretreatment.grf	full	Lime Softening Train Treatment	Convert to VTScada format
NMB_Lime_Softening_Train.grf	full	Lime Softening Train	Convert to VTScada format
NMB_Lime_Soft_Clear_BWVlv_Ctrl.grf	popup	Master Backwash Valve Control	Convert to VTScada format
NMB_Lime_Soft_Clear_Eng.grf	popup	Lime Softening Clearwell Alarm setpoints	Convert to VTScada format
NMB_Lime_Soft_Clear_Flow_PID.grf	popup	Master Backwash Flow PID Control	Convert to VTScada format
NMB_Lime_Soft_Clear_Flow_Tot.grf	popup	Lime Softening Flow Totals	Convert to VTScada format
NMB_Lime_Soft_Clear_PID_Var.grf	popup	Master backwash Flow PID Variables	Convert to VTScada format
NMB_Lime_Soft_Clear_Runtimes.grf	popup	Clearwell Transfer Pumps Runtimes and Starts	Convert to VTScada format
NMB_Lime_Soft_Pretreat_Eng.grf	popup	Lime Softening Train Pretreatment Alarm Setpoints	Convert to VTScada format
NMB_Lime_Soft_Pretreat_Flow_Tot.grf	popup	Lime Softening Flow Totals	Convert to VTScada format
NMB_Lime_Sys_AcidWash_Ctrl.grf	popup	Lime System Control Status - Slaker Acid Washdown	Convert to VTScada format
NMB_Lime_Sys_Acid_WashDown.grf	full	Lime Slaker Acid Wash Down	Convert to VTScada format
NMB_Lime_Sys_Calibration.grf	popup	Lime System Calibration Procedure	Convert to VTScada format
NMB_Lime_Sys_Calibration2.grf	popup	Lime System Calibration Procedure 2	Convert to VTScada format
NMB_Lime_Sys_Hidden_Screen.grf	popup	Lime Systems hidden Screen	Convert to VTScada format
NMB_Lime_Sys_Lime_Feed_Ctrl.grf	popup	Lime Feed System Control Status	Convert to VTScada format
NMB_Lime_Sys_Menu_Controls.grf	popup	Lime Feed System Menu Controls	Convert to VTScada format
NMB_Lime_Sys_Menu_status.grf	popup	Lime System Menu Status	Convert to VTScada format
NMB_Lime_Sys_Setup_Flowmeter.grf	popup	Lime System Setup Flowmeter	Convert to VTScada format
NMB_Lime_Sys_Setup_Tic.grf	popup	Lime System Setup Tic	Convert to VTScada format
NMB_Lime_Sys_Setup_wt_slaker.grf	popup	Lime System Setup Wt Slaker	Convert to VTScada format
NMB_Lime_Sys_Slaker_Oper_Hist.grf	popup	Slaker Operational History	Convert to VTScada format
NMB_Lime_Sys_Slaker_Oper_Sta.grf	popup	Slaker Operational Status	Convert to VTScada format
NMB_Lime_Sys_Slaker_Tank_Ctrl.grf	popup	Lime System Slaker Tank Control Status	Convert to VTScada format

NMB_Lime_Sys_Slurry_Dosing_Ctrl.grf	popup	Lime System Slurry Dosing Control Status	Convert to VTScada format
NMB_Lime_Sys_Slurry_System.grf	full	Lime Slurry Feed System	Convert to VTScada format
NMB_Lime_Sys_Slurry_Tank_Cntrl.grf	popup	Lime Slurry Tank Control Status	Convert to VTScada format
NMB_Lime_Sys_Status_UPS.grf	popup	Lime System UPS Status	Convert to VTScada format
NMB_Map.grf	full	Lift Station Map	Use VTScada Mapping
NMB_Map1_Sp.grf	full	Pump Stations Map	Convert to VTScada format
NMB_MembraneCleaning_Eng.grf	popup	Membrane Cleaning Alarm setpoints	Convert to VTScada format
NMB_MembraneCleaning_Runtimes.grf	popup	Membrane Cleaning Runtimes and Starts	Convert to VTScada format
NMB_MembraneCleaning_System.grf	full	Membrane Cleaning System	Convert to VTScada format
NMB_Menubar_Sub1.grf	popup	Menubar Sub1	Convert to VTScada format
NMB_Menubar_Sub2.grf	popup	Menubar Sub2	Convert to VTScada format
NMB_Menubar_Sub3.grf	popup	Menubar Sub3	Convert to VTScada format
NMB_Monitoring_Well.grf	full	Monitoring Well	Convert to VTScada format
NMB_Monitoring_Well_Eng.grf	popup	Monitoring Well Alarm Setpoints	Convert to VTScada format
NMB_Monitoring_Well_Flow_Tot.grf	popup	Monitoring Well Flow Totals	Convert to VTScada format
NMB_Monitoring_Well_Pmp_Ctrl.grf	popup	Monitoring Well Sample Pump Control	Convert to VTScada format
NMB_Monitoring_Well_Runtimes.grf	popup	Monitoring Well Sample Pump Runtimes and Starts	Convert to VTScada format
NMB_Monitoring_Well_SummaryData.grf	popup	Monitoring Well Summary Data	Convert to VTScada format
NMB_NanoFiltration.grf	popup	Nano-Filtration Process	Convert to VTScada format
NMB_NanoFiltration_PreTreatment.grf	full	Nano-Filtration Pretreatment	Convert to VTScada format
NMB_NanoFiltration_PreTreat_Eng.grf	popup	Nano-Filtration Pretreatment Alarm Setpoints	Convert to VTScada format
NMB_NanoFiltration_PreTreat_Old.grf	full	Nano-Filtration Pretreatment (old)	Convert to VTScada format
NMB_NanoFiltration_Treatment.grf	full	Nano-Filtration Treatment	Convert to VTScada format
NMB_NanoFiltration_Treat_Eng.grf	popup	Nano-Filtration Treatment Alarm Setpoints	Convert to VTScada format
NMB_NanoFilt_Blend_Vlv.grf	popup	Nano-Filtration Blend Valve Control	Convert to VTScada format
NMB_NanoFilt_PID_2420.grf	popup	Nano-Filtration Blend Valve PID Control	Convert to VTScada format
NMB_NanoFilt_PIT2250.grf	popup	Nano-Filtration PIT-2250 Setpoint	Convert to VTScada format
NMB_NanoFilt_PreTre_BldFlow_Var.grf	popup	Nano-Filtration Blend Flow PID Variables	Convert to VTScada format
NMB_NanoFilt_PreTre_BldVlv_Ctrl.grf	popup	Nano-Filtration Blend Valve Control	Convert to VTScada format
NMB_NanoFilt_PreTre_pHPID_Var.grf	popup	Nano-Filtration Filtered Water pH PID Variables	Convert to VTScada format
NMB_NanoFilt_PreTre_pH_Ctrl.grf	popup	Nano-Filtration Train Filtered Water pH Control	Convert to VTScada format
NMB_NanoFilt_PreTre_PIT2110.grf	popup	Nano-Filtration PIT-2110 Setpoint	Convert to VTScada format
NMB_NanoFilt_Skid_WellCapacity.grf	popup	Nano-Filtration Flow Totals	Convert to VTScada format
NMB_NanoFilt_Treat_Preteat.grf	popup	Nano-Filtration PreTreatment Data	Convert to VTScada format
NMB_NanoFilt_Treat_Runtimes.grf	popup	Nano-Filtration treatment Runtimes and Starts	Convert to VTScada format
NMB_NanoFilt_Tre_ByVlv_Ctrl.grf	popup	Nano-Filtration Treatment Bypass Valve Control	Convert to VTScada format

NMB_NanoFilt_Tre_ConcVlv_Ctrl.grf	popup	Nano-Filtration Train Concentrate Valve Control	Convert to VTScada format
NMB_NanoFilt_Tre_Conc_Recov_PID.grf	popup	Nano-Filtration Treatment Concentrate Recovery PID Control	Convert to VTScada format
NMB_NanoFilt_Tre_Conc_Rec_PIDV.grf	popup	NF Train Concentrate Recovery PID Variables	Convert to VTScada format
NMB_NanoFilt_Tre_CondPID_Var.grf	popup	NF Train Blended Water Conductivity PID Variables	Convert to VTScada format
NMB_NanoFilt_Tre_Flow_Tot.grf	popup	Nano-Filtration Flow Totals	Convert to VTScada format
NMB_NanoFilt_Tre_Pmp5_Ctrl.grf	popup	Nano-Filtration High Pressure Pump Control	Convert to VTScada format
NMB_NanoFilt_Tre_Pmp_Sequence.grf	popup	Nano-Filtration High Pressure Pumps Sequence Selection	Convert to VTScada format
NMB_NanoFilt_Tre_PSIPID_Var.grf	popup	NF Feed Water Pressure PID Variables	Convert to VTScada format
NMB_NanoFilt_Tre_PSI_PID.grf	popup	NF Feed Pumps Pressure PID Control	Convert to VTScada format
NMB_NF_Antiscalant_Tot.grf	popup	NF Antiscalant Flow Totals	Convert to VTScada format
NMB_NF_Interstage_Flow_PID.grf	popup	NF Interflow PID Control	Convert to VTScada format
NMB_Odor_Control_Eng.grf	popup	Odor Control Alarm setpoints	Convert to VTScada format
NMB_Odor_Control_Runtimes.grf	popup	Odor Control Runtimes and Starts	Convert to VTScada format
NMB_Odor_Control_System.grf	full	Odor Control System	Convert to VTScada format
NMB_Operations_Center.grf	popup	Operations Center Data	Convert to VTScada format
NMB_Ops.grf	popup	Operations Center	Convert to VTScada format
NMB_Ops_Generator.grf	popup	Operations Center Generator	Convert to VTScada format
NMB_PlantOverview.grf	full	Plant Overview	Convert to VTScada format
NMB_Polymer_Pmp_Ctrl.grf	popup	Polymer Metering Pumps Control	Convert to VTScada format
NMB_Post_Treatment.grf	full	Post treatment Building Overview	Convert to VTScada format
NMB_PR.grf	full	Pump Stations List	Convert to VTScada format
NMB_Reverse_Osmosis.grf	full	Reverse Osmosis Process	Convert to VTScada format
NMB_Reverse_Osmosis_PreTreat.grf	full	Reverse Osmosis Pretreatment	Convert to VTScada format
NMB_RO_Antiscalant_Tot.grf	popup	Reverse Osmosis Antiscalant Flow Totals	Convert to VTScada format
NMB_RO_PreTreat_Eng.grf	popup	Ro Pretreatment Alarm setpoints	Convert to VTScada format
NMB_RO_PreTreat_Flow_Tot.grf	popup	RO Pretreatment Flow Totals	Convert to VTScada format
NMB_RO_PreTre_BldFlow_Var.grf	popup	RO Blend Flow PID Variables	Convert to VTScada format
NMB_RO_PreTre_BldVlv_Ctrl.grf	popup	RO Blend Valve Control	Convert to VTScada format
NMB_RO_PreTre_ConcVlv_Ctrl.grf	popup	RO Concentrate Recovery Valve PID Control	Convert to VTScada format
NMB_RO_PreTre_pHPID_Var.grf	popup	RO Train Filtered Water pH PID Variables	Convert to VTScada format
NMB_RO_PreTre_pH_Ctrl.grf	popup	RO Train Filtered Water pH Control	Convert to VTScada format
NMB_RO_PreTre_PID_3420.grf	popup	RO Blend Valve PID Control	Convert to VTScada format
NMB_RO_Treat_Eng.grf	popup	RO Treatment Alarm Setpoints	Convert to VTScada format
NMB_RO_Treat_Preteat.grf	popup	RO Treatment Data	Convert to VTScada format
NMB_RO_Treat_Runtimes.grf	popup	RO Treatment Runtimes and Starts	Convert to VTScada format
NMB_RO_Tre_Available.grf	popup	RO Train Available	Convert to VTScada format

NMB_RO_Tre_ByVlv_Ctrl.grf	popup	RO Bypass Valve Control	Convert to VTScada format
NMB_RO_Tre_CondPID_Var.grf	popup	RO Train Blended Water Conductivity PID Variables	Convert to VTScada format
NMB_RO_Tre_Flow_Tot.grf	popup	Reverse Osmosis Flow Totals	Convert to VTScada format
NMB_RO_Tre_pHPID.grf	popup	LPRO Train Blended Water pH PID Controls	Convert to VTScada format
NMB_RO_Tre_pHPID_Var.grf	popup	LPRO Train Blended Water pH PID Variables	Convert to VTScada format
NMB_RO_Tre_Pmp_Sequence.grf	popup	Reverse Osmosis High Pressure Pumps Sequence Selection	Convert to VTScada format
NMB_SCADA_Selection.grf	full	SCADA Selection	not needed
NMB_SodiumHydroxide_Eng.grf	popup	Sodium Hydroxide Alarm Setpoints	Convert to VTScada format
NMB_SodiumHydroxide_System.grf	full	Sodium Hydroxide System	Convert to VTScada format
NMB_SodiumHydroxide_System_Cap.grf	popup	Sodium Hydroxide Pumps Capacity Setpoints	Convert to VTScada format
NMB_SodiumHydro_Blend_Pmp_Ctrl.grf	popup	Sodium Hydroxide Blending Basin Pump Controls	Convert to VTScada format
NMB_SodiumHydro_CleanPmp_Ctrl.grf	popup	Sodium Hydroxide Clean Pump Control	Convert to VTScada format
NMB_SodiumHydro_Runtimes.grf	popup	Sodium Hydroxide Pumps Runtimes and Starts	Convert to VTScada format
NMB_SodiumHypochlorite_Runtimes.grf	popup	Sodium Hypochlorite Pumps Runtimes and Starts	Convert to VTScada format
NMB_SodiumHypochlorite_System.grf	full	Sodium Hypochlorite System	Convert to VTScada format
NMB_SodiumHypo_Eng.grf	popup	Sodium Hypochlorite System Alarm Setpoints	Convert to VTScada format
NMB_SodiumHypo_FeedPmp12_Ctrl.grf	popup	Chlorine Contact Chamber NaOCl Feed Pump Controls	Convert to VTScada format
NMB_SodiumHypo_FeedPmp34_Ctrl.grf	popup	Lime Softening Raw Water NaOCL Feed Pumps Controls	Convert to VTScada format
NMB_SodiumHypo_FeedPmp7_Ctrl.grf	popup	Odor Control NaOCL Feed Pump Controls	Convert to VTScada format
NMB_SodiumHypo_Pumps_Cap.grf	popup	Sodium Hypochlorite Pumps Capacity Setpoint	Convert to VTScada format
NMB_Solids_ThickSlud_Pmp_Ctrl.grf	popup	Thickened Sludge Pumps Transfer/Load Switches	Convert to VTScada format
NMB_Solids_Treatment.grf	full	Solids Treatment	Convert to VTScada format
NMB_Solids_Treatment_Eng.grf	popup	Solids Treatment Alarm Setpoints	Convert to VTScada format
NMB_Solids_Treatment_Flow_Tot.grf	popup	Solids Treatment Flow Totals	Convert to VTScada format
NMB_Solids_Treatment_Runtimes.grf	popup	Solids Treatment Runtimes and Starts	Convert to VTScada format
NMB_SulfuricAcid_Clean_Pmp_Ctrl.grf	popup	Membrane Cleaning System Pump Control	Convert to VTScada format
NMB_SulfuricAcid_Eng.grf	popup	Sulfuric Acid Alarm Setpoints	Convert to VTScada format
NMB_SulfuricAcid_LPRO_Pmp_Ctrl.grf	popup	LPRO Raw Water Acid Pumps Controls	Convert to VTScada format
NMB_SulfuricAcid_NF_Pmp_Ctrl.grf	popup	NF Raw Water Acid Pumps Controls	Convert to VTScada format
NMB_SulfuricAcid_Runtimes.grf	popup	Sulfuric Acid Pumps Runtimes and Starts	Convert to VTScada format
NMB_SulfuricAcid_System.grf	full	Sulfuric Acid System	Convert to VTScada format
NMB_SulfuricAcid_System_Cap.grf	popup	Sulfuric Acid Pumps Capacity Setpoint	Convert to VTScada format

NMB_Sulfuric_ROBlen_Pmp_Ctrl.grf	popup	Ro Blended Water Injection Acid Pumps Controls	Convert to VTScada format
NMB_SwitchGear.grf	full	Power Monitoring	Convert to VTScada format
NMB_SwitchGear_Eng.grf	popup	Switchgear Fuel Level Alarm Setpoints	Convert to VTScada format
NMB_WasteWater_Grinder_Runtimes.grf	popup	Wastewater Grinder Pumps Runtimes and Starts	Convert to VTScada format
NMB_WasteWater_Stations.grf	full	Wastewater Stations	Convert to VTScada format
NMB_Water_SummaryData.grf	full	Water Treatment Summary Data	Convert to VTScada format
NMB_Welcome_Screen.grf	full	Welcome Screen	Convert to VTScada format
NMB_Wells.grf	full	Wells	Convert to VTScada format
NMB_Wells_Eng.grf	full	Wells Alarm Setpoints	Convert to VTScada format
NMB_Wells_SummaryData.grf	full	Wellfield Summary Data	Convert to VTScada format
NMB_Well_Aeration_Eng.grf	popup	VOC Well Aeration System Alarm Setpoints	Convert to VTScada format
NMB_Well_Aeration_LEVELPID_Var.grf	popup	VOC Transfer Pump Wetwell Level PID Variables	Convert to VTScada format
NMB_Well_Aeration_LEVEL_PID.grf	popup	VOC Transfer Pumps Wetwell Level PID Control	Convert to VTScada format
NMB_Well_Aeration_Runtimes.grf	popup	Well Aeration Runtimes and Starts	Convert to VTScada format
NMB_Well_Aeration_System.grf	full	Transfer Pump Station Wet Well	Convert to VTScada format
NMB_Well_Aeration_TimerSP.grf	popup	VOC Transfer Pumps Call Timer Setpoints	Convert to VTScada format
NMB_Well_Aera_TransPmp1_Ctrl.grf	popup	Transfer Pump 1 Controls	Convert to VTScada format
NMB_Well_Fields.grf	full	Raw Water Well Fields	Convert to VTScada format
Ops.GRF	full	Operations Center	Convert to VTScada format
OPS_CL2Pumps.grf	popup	OPS Cl2 Pumps	Convert to VTScada format
OPS_MDWASD_V.grf	popup	OPS MDWASD Valve	Convert to VTScada format
OPS_NMB_V.grf	popup	OPS NMB Valve	Convert to VTScada format
OPS_START_ENABLE.grf	popup	OPS Pump Start Timers	Convert to VTScada format
OPS_Station.grf	full	OPS Pump Station Pressure Trends	Use HDV feature in VTScada
OPS_STOP_ENABLE.grf	popup	OPS Pump Stop Timers	Convert to VTScada format
PalmBay_Trends_Index.grf	popup	Palm Bay Trends Index	Convert to VTScada format
Pa_TS.Grf	popup	iFix Tag Status Picture	Use Tag Browser in VTScada
Pg_TS.Grf	popup	iFix Tag Status Picture	Use Tag Browser in VTScada
PictureToolsInstall.grf		iFix Tool	not needed in VTScada
Pid_TS.grf	popup	iFix Tag Status Picture	Use Tag Browser in VTScada
Rb_TS.Grf	popup	iFix Tag Status Picture	Use Tag Browser in VTScada
RESET.grf	popup	Reset Well Total Runtimes	Convert to VTScada format
Rm_TS.Grf	popup	iFix Tag Status Picture	Use Tag Browser in VTScada
RTWELL.grf	popup	Well Runtimes	Convert to VTScada format
RUNTIME.grf	popup	Lift Station Pump Runtimes and Starts	Convert to VTScada format
Runtime_Trend.grf	full	Filters Runtime Trends	Use Historical Data Viewer
Sc_TS.Grf	popup	iFix Tag Status Picture	Use Tag Browser in VTScada

Sd_TS.Grf	popup	iFix Tag Status Picture	Use Tag Browser in VTScada
Sqd_TS.grf	popup	iFix Tag Status Picture	Use Tag Browser in VTScada
Sqt_TS.grf	popup	iFix Tag Status Picture	Use Tag Browser in VTScada
Ss_TS.Grf	popup	iFix Tag Status Picture	Use Tag Browser in VTScada
TagControlPanel.grf	popup	iFix Tag Control Picture	Use Tag Browser in VTScada
Tm_TS.Grf	popup	iFix Tag Status Picture	Use Tag Browser in VTScada
TRNMEN.grf	popup	Trend Menu	Use Historical Data Viewer
Tr_TS.Grf	popup	iFix Tag Status Picture	Use Tag Browser in VTScada
Tt_TS.Grf	popup	iFix Tag Status Picture	Use Tag Browser in VTScada
Tx_TS.Grf	popup	iFix Tag Status Picture	Use Tag Browser in VTScada
T_207_BOOSTER.grf	full	207 Booster Pressure Trend	Use Historical Data Viewer
T_DIST_PRESSURE.grf	full	Pressure Station Trends	Use Historical Data Viewer
T_GoldenBeach.grf	full	PS-3 Golden Beach Pressure Trend	Use Historical Data Viewer
T_Golden_Beach.grf	full	PS-3 Golden Beach Trend	Use Historical Data Viewer
T_HALLANDALE.grf	full	Hallandale Pressure Trend	Use Historical Data Viewer
T_HAULOVER.grf	full	Haulover Pressure Trend	Use Historical Data Viewer
T_MYRTLE_GROVE.grf	full	Myrtle Grove Pressure Trend	Use Historical Data Viewer
T_Ops_Station.grf	full	Operations Trend	Use Historical Data Viewer
T_SUNNY_ISLES.grf	full	Sunny Isles Pressure Trend	Use Historical Data Viewer
Volume_Trend.grf	full	Filters Volume Trends	Use Historical Data Viewer
Water_Levels.grf	popup	Water Levels	Convert to VTScada format

Appendix B. Engineering and Technical Services Terms and Conditions (Standard Conditions)

1. Trihedral warrants that it has available adequate and appropriate staff, equipment and facilities to perform the Services, and that the Services will be rendered in a competent and professional manner, subject to the terms and conditions of this Quote.

2. The Customer will support the performance of the Services by:

   (a) fully informing Trihedral to the extent reasonably required to enable the performance of the Services, including provision of functional standards, design criteria, and technical specifications of equipment and systems related to the Quote, and undertakes that Trihedral may rely on the accuracy and completeness of all information provided by the Customer, and any consultants of the Customer;

   (b) reviewing and assessing promptly all reports, documentation, software code performance, recommendations and conclusions communicated by Trihedral, so as to enable the timely performance of the Services by Trihedral;

   (c) making available to Trihedral adequate and timely access to equipment, systems and facilities owned or controlled by the Customer, so as to enable the proper performance of the Services by Trihedral;

   (d) making and communicating promptly to Trihedral such decisions by the Customer as are necessary for the full performance of the Services by Trihedral; and,

   (e) by forthwith giving notice in writing to Trihedral of any claim by a third party alleging infringement of an intellectual property right with respect to the Services or the use of the Services, and by cooperating with Trihedral in the investigation and defence of such claim;

3. Trihedral warrants that the Services will not infringe the rights of any third party with respect to copyright or trade secrets, and Trihedral will indemnify the Customer against any costs, expenses or damages finally awarded against the Customer in any action in which infringement by Trihedral of copyright or trade secret rights of a third party is established with respect to the Services, provided that the Customer has performed completely its covenant in accordance with paragraph 2(e).

4. Trihedral warrants that, to the best of information and belief, the Services will not infringe any patent right of a third party. Trihedral does not provide any other warranty with respect to patent rights with respect to the Services, and Trihedral will have no liability to the Customer for any costs, expenses or damages incurred by the Customer arising from a claim by a third party for infringement of patent rights concerning the Services.

MEMO

WEST PALM BEACH

City Attorney

To:	***Keith A James, Mayor***
From:	**Melissa P. Anderson, Sr. Asst. City Attorney** MPA
Date:	**November 12, 2024**
File No:	**14533.011**
Dept.	**971 Public Utilities**
Re:	**Trihedral; Amd #11; WTP; VT SCADA; Renewal 12/2025**

Received
City of West Palm Beach
Mayor's Office

NOV 12 2024

401 Clematis Street
West Palm Beach FL 33401

Transmitted herewith are contract documents for the Mayor's signature which have been reviewed and approved for legal sufficiency. Kindly forward the documents, along with this memo, to the City Clerk's Office.

The Mayor is authorized to execute the document in accordance with:

⊘ Procurement Code.

If authorized by the Procurement Code, the procurement method is:

⊘ Small Purchase	☐ Quotes	☐ Single Source
☐ Competitive Solicitation	☐ Cooperative	☐ Sole Source
☐ Emergency Procurement	☐ Piggyback	☐

Procurement No.

Contract/ CO/ WA / WO Amount: $34,050.00 Est. Expiration Date: December 2025

Contract term: ☐ Renewal available: _

Applicable EEO Program N/A

To: Office of the City Clerk

Please: Attest to the execution by the Mayor and insert the date.

Estimated Record Retention Review: January 2031

Please **retain one original** as a public record and **forward the other original with a copy of this memo** to:

Bailes, Richard- Public Utilities

RECEIVED

To: Bailes, Richard- Public Utilities

Please forward the fully-signed original contract document to the vendor/contractor.

NOV 13 2024

CITY OF WEST PALM BEACH
OFFICE OF THE CITY CLERK

FDO

1 – City original 2 – Department 3 – EEO Office

WEST PALM BEACH

CITY OF WEST PALM BEACH

AMENDMENT NO. 11

Agreement: UPGRADE, CONVERSION AND MAINTENANCE OF CITYWIDE SCADA SYSTEM

Original Agreement Date: July 21, 2016

Contractor: TRIHEDRAL, INC.

Contract No. 14533.011

THIS AMENDMENT No. 11 ("Amendment") is entered into by and between the **CITY OF WEST PALM BEACH** ("City") and the Contractor. The parties desire to extend the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Term.** This Eleventh Amendment shall renew the services detailed in Contractor's quote, attached hereto as Exhibit A and incorporated herein. The term of the Agreement is hereby extended for an additional year and shall now expire December 31, 2025.

2. **Insurance**. Contractor shall maintain insurance coverages in accordance with the Agreement/Contract and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the City as of the date of this Amendment.

3. **Effect of Amendment**. Except to the extent the Agreement expiration date is modified by this Amendment, the terms and provisions of the Agreement, as previously amended, shall remain unmodified and in full force and effect. In the event of a conflict between the terms of the Agreement, as previously amended and the terms of this Amendment, the terms of this Amendment shall govern and prevail.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year last executed below.

CONTRACTOR

By: _____

Print Name: Barry Baker

Title: President

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By: _____

CITY OF WEST PALM BEACH

By: _____
Keith A. James, Mayor

Attest: _____
City Clerk

Date: 11/12, 20 24

EXHIBIT A
QUOTE

Trihedral, Inc. • 7380 West Sand Lake Road, Suite 100 • Orlando, Florida 32819 • USA
Phone: (407) 888-8203 • Fax: (902) 835-0369
http://www.trihedral.com

Trihedral®
A Delta Group Company

Quotation

Quote Number	Q31852
Terms	Net 30 Days
Date	10-07-2024
Sales Person	Bryan Sinkler
Valid Until	11-06-2024
Tax Info.	HST# 10538 9035 VAT# 717 1513 55 EIN # 26-0449423

Bill To

Rick Bailes
City of West Palm Beach - FL
PO Box 3506
West Palm Beach, FL 33402
USA

Ship To

Rick Bailes
City of West Palm Beach - FL
PO Box 3506
West Palm Beach, FL 33402
USA

Please allow up to two business days to process your order, and if applicable, include the Trihedral Quote # on your PO.

Copy all PO's to sales@trihedral.com.

S/N 20153 - West Palm Beach, FL

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 100K - Development Runtime - Renewal @15%	$ 2,069.25	$ 2,069.25
2	1	VTScada 100K - Thin Client - Unlimited - Renewal @15%	$ 12,239.25	$ 12,239.25

Current SupportPlus Expiry Date: December 31, 2024
Proposed SupportPlus Expiry Date: December 31, 2025
License Value for Renewals: $95,390.00

Group Totals

Subtotal:	$ 14,308.50
Total:	$ 14,308.50

S/N 20154 - West Palm Beach, FL

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 100K - Runtime - Renewal @15%	$ 1,034.25	$ 1,034.25

Current SupportPlus Expiry Date: December 31, 2024
Proposed SupportPlus Expiry Date: December 31, 2025
License Value for Renewals: $6,895.00

Group Totals

Subtotal:	$ 1,034.25
Total:	$ 1,034.25

S/N 20155 - West Palm Beach, FL

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 100K - Runtime - Renewal @15%	$ 1,034.25	$ 1,034.25

Current SupportPlus Expiry Date: December 31, 2024
Proposed SupportPlus Expiry Date: December 31, 2025
License Value for Renewals: $6,895.00

Group Totals

Subtotal:	$ 1,034.25
Total:	$ 1,034.25

S/N 20156 - West Palm Beach, FL

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 100K - Development Runtime - Renewal @15%	$ 2,069.25	$ 2,069.25

Current SupportPlus Expiry Date: December 31, 2024
Proposed SupportPlus Expiry Date: December 31, 2025
License Value for Renewals: $13,795.00

Group Totals

Subtotal:	$ 2,069.25
Total:	$ 2,069.25

S/N 51841 - West Palm Beach, FL

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 100K - Development Runtime - Renewal @15%	$ 2,069.25	$ 2,069.25

Current SupportPlus Expiry Date: December 31, 2024
Proposed SupportPlus Expiry Date: December 31, 2025
License Value for Renewals: $13,795.00

Group Totals

Subtotal:	$ 2,069.25
Total:	$ 2,069.25

S/N 51842 - West Palm Beach, FL

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 100K - Runtime - Renewal @15%	$ 1,034.25	$ 1,034.25

Current SupportPlus Expiry Date: December 31, 2024
Proposed SupportPlus Expiry Date: December 31, 2025
License Value for Renewals: $6,895.00

Group Totals

Subtotal:	$ 1,034.25
Total:	$ 1,034.25

S/N 55573 - Disaster Recovery Server - West Palm Beach

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 100K - Runtime - Renewal @15%	$ 1,109.25	$ 1,109.25

Current SupportPlus Expiry Date: December 31, 2024
Proposed SupportPlus Expiry Date: December 31, 2025
License Value for Renewals: $7,395.00

Group Totals

Subtotal:	$ 1,109.25
Total:	$ 1,109.25

S/N 55709 - West Palm Beach, FL

#	Qty.	Product	Unit Price	Ext. Price
1	1	VTScada 100K - Development Runtime - Renewal @15%	$ 2,324.25	$ 2,324.25
2	1	VTScada 100K - Alarm Notification - Renewal @15%	$ 554.25	$ 554.25

Current SupportPlus Expiry Date: December 31, 2024
Proposed SupportPlus Expiry Date: December 31, 2025
License Value for Renewals: $19,190.00

Group Totals

Subtotal:	$ 2,878.50
Total:	$ 2,878.50

Optional 24/7 Emergency Support

#	Qty.	Product	Unit Price	Ext. Price
1	1	24/7 Emergency Support	$ 8,512.50	$ 8,512.50

With the addition of 24/7 Emergency Support to your existing SupportPlus Service, help is always available. This service is intended for emergency issues directly associated with VTScada software.

It does not cover application specific issues, over the phone training or advanced system design. It cannot replace training or the services of engineers, consultants or integrators.

Emergency Support can only be added to a valid SupportPlus contract and cannot be purchased as a standalone service. The cost of the service is 5% of the calculated software value with a minimum of $1,400.00 per year.

24/7 support is limited to those licenses on which support has been purchased. Licenses comprised of distributed sub-systems affect system loads in a variety of ways and as such require support to be purchased on all connected components.

Group Totals

Subtotal:	$ 8,512.50
Total:	$ 8,512.50

Quotation Totals

Currency:	US Dollar
Subtotal:	$ 34,050.00
Total:	$ 34,050.00

Notes

This quote is governed exclusively by the terms and conditions of Contract 14533 as amended by the parties.

Quotation Accepted By

Quote Number Q31852

Print Name _____

Title _____

Signature _____

Date _____

MEMO

WEST PALM BEACH
City Attorney

To: **Jeri Muoio, Mayor**

From: Stacey R. Weinger, Asst. City Attorney

Date: July 21, 2016

Matter No: **14533**

Dept. 971 Public Utilities

Re: **Trihedral; Utility-Wide SCADA Human Machine Interface (HMI) System**

RECEIVED
JUL 21 2016
Mayor's Office

Transmitted herewith for your signature are original documents which have been reviewed and approved for legal sufficiency. Kindly forward the documents, along with this memo, to the City Clerk's Office.

To: **Office of the City Clerk**

RECEIVED
JUL 21 2016
CITY OF WEST PALM BEACH
OFFICE OF THE CITY CLERK

The Mayor is authorized to execute the document in accordance with:

Y Procurement Code.
____ Commission Approval. Resolution No.
____ City Charter

Please take the actions indicated below with respect to these documents:

Y Attest to the execution of the Agreement by the Mayor.
Y Insert the date of execution beneath the Mayor's signature (if not already dated).

Estimated Record Retention Review:

X August 2022
(5 years from estimated completion and final payment; service and general contracts)

____ _____
(10 years from estimated completion and final payment for construction & CCNA contracts).

Please **retain one original** as a public record and forward the other original to:

Robin Hewitt, Procurement (Engineering Svs)

bm

AGREEMENT FOR UPGRADE, CONVERSION AND MAINTENANCE OF CITY WIDE SCADA SYSTEM

Contract No. 14533

THIS AGREEMENT is made by and between the **CITY OF WEST PALM BEACH**, FLORIDA, a Florida municipal corporation, with a physical address of 401 Clematis Street, West Palm Beach, Florida and a mailing address of P.O. Box 3366, West Palm Beach, FL 33402-3366 (the "City") and **TRIHEDRAL INC.**, a Florida corporation, with an address of 7380 Sand Lake Road, Suite 160, Orlando, FL 32819 (the "Provider").

WHEREAS, the City issued Request for Proposals No. 13-14-16 for the selection of city-wide Human Machine Interface (HMI) software for the Water Plant, Wastewater Plant and Remote Stations monitoring; and

WHEREAS, Provider submitted its Proposal dated August 21, 2014, as subsequently modified by Quote No. Q9108-000-000 dated July 19, 2016 for the VTScada HMI System (collectively, the "VTScada Proposal"); and

WHEREAS, Provider was determined to be the best qualified proposer; and

WHEREAS, at the request of the City, Provider submitted Quote No. Q8889-000-000 dated July 19, 2016 for the conversion of the existing VTScada Version 9 application to a standard VTScada 11 or newer application ("Conversion Proposal"); and

WHEREAS, the parties desires to enter into this Agreement for the upgrade of the City's existing system;

In consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of as such covenants and conditions, City and Provider do hereby agree as follows:

1. VTSCADA SYSTEM

1.1 VTScada Software. City agrees to purchase from Provider licenses for the VTScada software ("Software") and support set forth in the VTScada Proposal, attached as Exhibit A, including Options 1, 2 and 3 for onsite training and additional support, for the City's Water Plant, Wastewater Plant and Remote Stations. Provider represents and warrants that the software, products and services set forth in Exhibit A shall provide the City with a fully functioning VTScada HMI system, Version 11 or newer ("System") as stipulated in the Conversion Proposal. For greater certainty, any such warranties are limited to the extent that the failure is attributable to the sole fault of Provider. Provider shall render all services in a diligent, careful and thorough manner consistent with good business practice. Time shall be of the essence with respect to all matters set forth in this Agreement.

1.2 Software. Provider shall provide to the City a perpetual, non-exclusive, worldwide license for the Software in accordance with this Agreement and the VTScada Software License Agreement attached as Exhibit B ("SLA"). The Software shall be delivered to the City within 2 days from execution of this Agreement.

1.3 Support. Provider shall provide support for the Software in accordance with the VTScada Proposal attached as Exhibit A and the Software Support Specifications attached as Exhibit C.

07/22/2016 10:00:32 am

Notwithstanding anything in the VTScada Proposal to the contrary, shall receive VTScada Upgrades and Toll Free Support and VTScada Emergency 24 x 7 Support free for ninety (90) days from the date of installation of the Software. Following the expiration of the initial ninety day free period, and during the term of this Agreement, the City may purchase annual SupportPlus and 42 x 7 Emergency SupportPlus at the prices set forth as Options 2 and 3 in the VTScada Proposal.

1.4 Acceptance. The City shall have thirty (30) days following installation of the Software to confirm that the Software and System are performing satisfactorily and to notify Provider of any defects which prevent the City from accepting the installation.

2 CONVERSION OF REMOTE STATIONS. Provider shall convert the existing VTScada Version 9 application to a standard VTScada 11 or newer application in accordance with the Conversion Proposal attached as Exhibit D and shall include the delivery of all deliverables set forth in the Proposal ("Conversion"). The Conversion shall commence at a mutually agreed upon date within six (6) months of execution of this Agreement and shall be completed within eleven (11) weeks in accordance with the schedule set forth in the Conversion Proposal.

3. TRAINING.

3.1 Manuals. Upon delivery of the hardware, Provider shall supply City with a minimum of two (2) comprehensive training manuals which describe the appropriate use of the Software purchased and operation of the system, including instructions on report generation.

3.2 On-Site Training. Provider will provide onsite training for City users and City employees, at a time or times agreed by City and at price set forth in Exhibit A (Option 1).

4. COMPENSATION.

4.1 Fees. Upon installation and acceptance of the Software and submittal of a proper invoice, the City shall pay Provider the total sum of Ninety Nine Thousand Seven Hundred Fifty Four Dollars and six/100 Dollars ($99,754.06)("Fee"), as reflected on the Proposal attached as Exhibit A. The Fee shall be the sole compensation paid to Provider under this Agreement for the Software. Fees for additional services are: (a) training - $11,500.00; (b) annual SupportPlus - $19,480.50; and (c) annual 24 x 7 Emergency Support Plus - $7,183.25. The fee for the Conversion is a fixed price of Eighty Five Thousand Two Hundred Ninety Nine Dollars ($85,299.00). The fee for the Conversion shall be based upon the milestone payment schedule set forth in Exhibit D.

4.2 Invoices. Invoices must identify the PO number and shall be submitted to: **West Palm Beach Finance Department, Attn: Accounts Payable, P.O. Box 3366, West Palm Beach, FL 33402-3366**. Invoices shall show the nature of the service and dates(s) of service.

4.3 Payment. Fees shall be paid based on receipt of a proper invoice. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes.

4.4 No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Provider, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Provider of liability for the defective, faulty or incomplete rendition of the Services.

07/22/2016 10:00:32 am

5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF PROVIDER

5.1 Authority. Provider hereby represents and warrants to the City that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.

5.2 Duly Licensed. Provider represents that it is duly licensed to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

5.3 No Contingency. Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this 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 Provider, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Provider, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

6. DAMAGE TO PROPERTY. Provider shall guard against damage or loss to the property of the City and shall be responsible for replacing or repairing any such loss or damage to the extent such loss and or damage is attributable to negligence on the part of Provider or its agents or employees. The City may withhold payment or make such deductions as deemed reasonably necessary to insure reimbursement or replacement for loss or damage to property through the negligence of Provider or its agents or employees.

7. COMPLIANCE WITH LAWS. In the conduct of the Services under this Agreement, Provider shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and City ordinances and regulations.

8. INDEPENDENT CONTRACTOR. Provider acknowledges and agrees that Provider is an independent contractor of the City. Provider more specifically acknowledges that its employees will not be covered by the City's workers' compensation insurance; Provider will be solely and exclusively responsible for payment of all federal and state income taxes due in respect of all compensation and/or other consideration paid by the City to Provider under this Agreement. Provider shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Provider's employees who provide Services under this Agreement. Provider acknowledges that it shall have no authority to bind City to any contractual or other obligation whatsoever.

9. RIGHT TO AUDIT. Provider shall maintain adequate records for the Services performed under this Agreement for five (5) years following completion of the Services, or conclusion of any litigation regarding this Agreement. City shall have the right to audit Provider's books and records, at the City's expense, upon prior notice, with regard to the Services provided to the City under this Agreement. Provider shall allow the City or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Provider to City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Internal Audit department shall be reimbursed to City by Provider and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by Provider within 45 days from presentation of City's findings to Provider. Failure by Provider to permit such audit shall be grounds for termination of this Agreement by the City.

07/22/2016 10:00:32 am

10. INSURANCE. Unless waived in writing below by the Department Director, Provider shall purchase from and maintain during the term of the Services, and all applicable statutes of limitation periods, the following insurance:

(a) **Comprehensive General Liability** insurance in an amount not less than $1,000,000.00 Combined Single Limit per each occurrence and $1,000,000 aggregate, with bodily injury limits, which may not be subject to a self-insured retention or deductible exceeding $25,000.

❑ Commercial General Liability Insurance is waived by the Department Director:

Dept. Director Signature _____

(b) **Worker's Compensation and Employer's Liability Insurance** with limits of Employer's Liability Insurance not less than $500,000 "each accident," $500,000 "disease policy limit," and $500,000 "disease each employee" unless an opt out letter in conformance with Florida Statutes, Chapter 440, has been provided to the City.

❑ Provider is the sole owner and/or employer with less than four non-construction employees and opts out of workers' compensation coverage under Florida Chapter 440. Provider understands that Provider must comply with Sec. 440.055, F.S., and other applicable regulations. Provider is an independent contractor.

_____

Provider Signature

(c) **Automobile Liability**: Not less than $1,000,000.00 for injuries per person in any one accident or occurrence and $1,000,000.00 in the aggregate for injuries per occurrence or accident, with $100,000.00 for property damage in any one accident or occurrence. May not be subject to a self-insured retention or deductible exceeding $10,000.

❑ Automobile Liability Insurance is waived by the Department Director.

Dept. Director Signature _____

Self-insurance shall not be acceptable. All insurance policies shall be issued by companies that have a Best's rating of A-VI or better.

Additional Insured: All liability insurance policies shall name and endorse the following as additional insured(s): the City of West Palm Beach and its commissioners, officers, employees and agents.

Certificate of Insurance: Provider shall provide the City's Risk Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required prior to the commencement of Services. It is Provider's responsibility to ensure that the City's Risk Manager and the Department both have a current Insurance Certificate and endorsements at all times.

If Provider's insurance policy is a claims made policy, Provider shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of this Agreement. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.

The provisions of this section shall survive beyond the expiration or termination of this Agreement.

07/22/2016 10:00:32 am

11. INDEMNITY.

11.1 Provider will indemnify the City, its officers, employees, agents against any costs, expenses or damages awarded against the City in any claims or actions by third parties for (i) violation, infringement or misappropriation of any copyright, trade secrets or know-how with respect to System Software or use of the System Software, or with respect to the performance of services hereunder, and (ii) acts or omissions of Provider including its subcontractors, in connection with services hereunder caused by Provider or its employees, agents, servants, partners, principals or subcontractors. The City shall promptly give notice in writing to Provider, of any such claim and shall cooperate with Provider in the investigation and defense of such claim as reasonably requested by Provider. This paragraph shall not be construed to require Provider to indemnify the City for the City's own negligence, or intentional acts of the City, its agents or employees. Nothing in this Agreement shall be deemed to affect the rights, privileges and sovereign immunities of the City of West Palm Beach, as set forth in Section 768.28, Florida Statutes. This clause shall survive expiration or termination of this Agreement.

11.2 Substitutes. In the event that System Software (excluding City Content) is, or in the opinion of Provider is likely to become, subject to a claim or action referred to in Article 11.1 above, Provider shall, at its option: a) at the expense of the Provider, procure the right for City to continue use of the System Software in accordance with this Agreement; or, b) at the expense of the Provider, replace or modify the System Software so that its use by City in accordance with this Agreement will be non-infringing, provided that the same function is performed by the replacement or modified Work Product.

11.3 Software Licenses. Any indemnification for existing and future Software is as specified in Exhibit B.

12. TERM. The term of this Agreement shall be for a term of one (1) year, subject to the renewal and termination provisions of this Agreement. The City shall have the option to renew this Agreement annually for support upon payment of the applicable support fees.

13. TERMINATION.

13.1 The City shall have the right to terminate this Agreement, in whole or in part, with or without cause, and for its convenience, upon ten (10) days written notice to Provider. In the event of termination, the City shall compensate the Provider pro-rata for all authorized Services satisfactorily performed through the termination date under the payment terms contained in this Agreement.

13.2 Provider shall immediately deliver all documents, written information, electronic data and other materials concerning City projects in its possession to the City and shall cooperate in transition of its duties to appropriate parties at the direction of the City.

13.3 Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

14. NOTICE. All written notices, demands and other communications required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to Provider at the address on the first page of this Agreement,____ or to the City, at the address on the first page of this Agreement, attention: City Administrator, with a copy to the City Attorney, or to such other address or person as shall be designated by a party in a written notice given in the manner required hereby.

07/22/2016 10:00:32 am

15. PROPERTY RIGHTS. In consideration of the payment of the customization fees as outlined in the Conversion Proposal, Provider grants to the City a perpetual, worldwide indefeasible license to use the Software without royalty additional to the consideration pursuant to this Agreement. .

16. TAXES. Provider understands that in performing the Services for the City, Provider is not exempt from paying sales tax to Provider's suppliers for materials required for Provider to perform under this Agreement. Provider shall not be authorized to use the City's tax exemption number for purchasing supplies or materials.

17. AVAILABILITY OF FUNDS. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the City. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the City may terminate this Agreement upon no less than twenty-four (24) hours notice to Provider. The City shall be the sole and final authority as to the availability of funds.

18. NON-DISCRIMINATION. In performing under this Agreement, Provider shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

19. ASSIGNMENT. This Agreement may not be assigned by Provider. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

20. ETHICS; CONFLICTS OF INTEREST.

20.1 Provider represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.

20.2 Provider represents that it has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the City or any City agency or selection committee.

20.3 Provider represents that it does not employ, directly or indirectly, the mayor, members of the city commission or any official, department director, head of any City agency, or member of any board, committee or agency of the City.

20.4 Provider represents that it does not employ, directly or indirectly, any official, employee or member of any board, committee or agency of the City who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Provider.

20.5 Provider represents that it has not knowingly given, directly or indirectly, any gift with a value greater than $100 in the aggregate in any calendar year to the mayor, members of the city commission, any department director or head of any city agency, any employee of the city or any city agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding Provider or its business.

20.6 Provider represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. Provider further represents that no person having any interest shall be employed or engaged by it for said Services.

20.7 Provider, its officers, personnel, subsidiaries and subcontractors shall not have or hold any

07/22/2016 10:00:32 am

continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Provider's exercise of judgment or quality of the Services being provided under this Agreement. Provider, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the City under this Agreement.

20.8 Provider, its officers, personnel, subsidiaries and subcontractors shall not, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding unless compelled by court process. Further, Provider 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 or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

20.9 Provider shall promptly notify the City in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that Provider intends to undertake and shall request the opinion of the City as to whether such association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by Provider. The City agrees to notify Provider by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by Provider, the City shall so state in its opinion and Provider may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by Provider under this Agreement.

20.10 In the event Provider is permitted to utilize subcontractors to perform any services required by this Agreement, Provider agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

21. PUBLIC ENTITY CRIMES ACT. Provider represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Provider and its subcontractors under this Agreement have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

22. LOBBYING CERTIFICATION. Provider certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

23. INSPECTOR GENERAL. Provider is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from the Provider and its subcontractors and lower tier subcontractors. Provider understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Provider or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

24. SMALL BUSINESS REQUIREMENTS. Provider shall comply with the City's Small Business Ordinance set forth in Chapter 66 of the Code of Ordinances of the City of West Palm Beach, which is incorporated herein by this reference. Provider shall comply with the small business commitment contained

07/22/2016 10:00:32 am

in Consultant's Proposal. Provider shall maintain all relevant records and information necessary to document compliance with the Small Business Ordinance and shall allow the City to inspect and audit such records.

25. GOVERNING LAW. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, excluding those matters pertaining to Exhibit B "VTScada Software License Agreement", in accordance with Florida law without regard to conflicts of law provisions. The City and Provider submit to the jurisdiction of Florida courts and federal courts located in Florida, excluding those matters pertaining to Exhibit B, "VT Scada Software License Agreement". The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida, excluding those matters pertaining to Exhibit B, "VT Scada Software License Agreement". Provider agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

26. SEVERABILITY. In the event that any term or provision of this shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

27. WAIVER. Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

28. HEADINGS. The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

29. ENTIRE AGREEMENT. This Agreement, including the RFP, Proposal and Exhibits, which are incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by written amendment executed by the City and Provider.

30. CONTROLLING PROVISIONS. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the Proposal, this Agreement shall govern.

31. COUNTERPARTS; DIGITAL SIGNATURES. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument. The parties to this Agreement may agree to execute this Agreement, and all subsequent amendment or modifications to it, by electronic means.

(SIGNATURES ON FOLLOWING PAGE)

07/22/2016 10:00:32 am

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year indicated below.

ATTEST:

By: _____
City Clerk

CITY OF WEST PALM BEACH

By: _____
Geraldine Muoio, Mayor

Date: 7/21, 2016

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: _____

PROVIDER:
TRIHEDRAL INC.

By: _____

Print Name: Barry Baker

Title: President

14533 Trihedral
7.6.16

07/22/2016 10:00:32 am

Trihedral

Exhibit A

VTScada

Software for Monitoring & Control

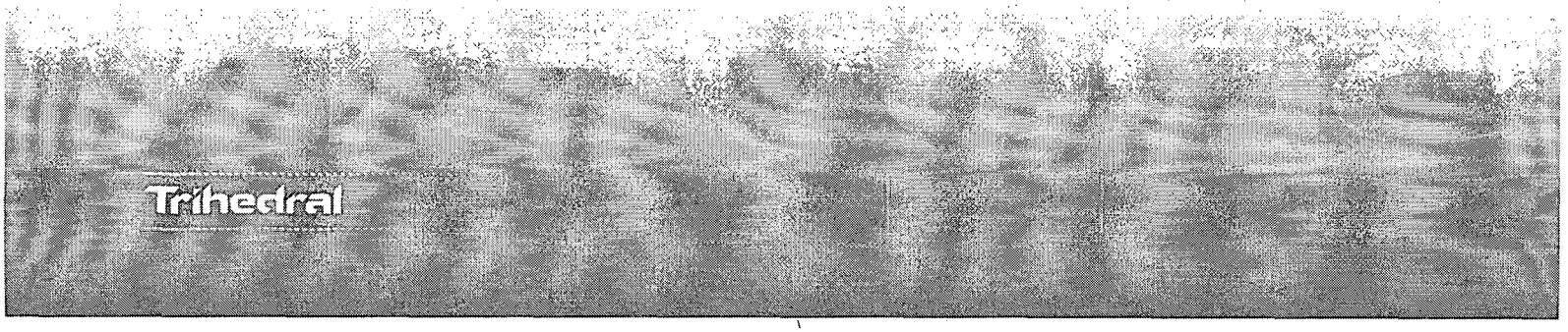
Trihedral Inc.
7380 Sand Lake Road, Suite 160
Orlando, Florida
32819

Phone: 407-888-8203
Fax: 407-888-8213
www.trihedral.com

City of West Palm Beach

City Wide SCADA HMI Software
Quote # Q9108-000-001

Date: July 19, 2016
Delivered to: Stacey Weinger



Rev. #	Revision Details	Issue Date	Prepared By	Reviewed By
0	Original Issue	May 19, 2015	Bryan Sinkler	Barry Baker
1	Date Adjustments	July 19, 2016	N. Lutz	B.Baker

ISO 9001:2008 Ref #
QMF 12C

Template Ref #
US.JAN.06.2015

Internal Ref #
Q9108-000-000 City of West Palm Software Only.xlsx

Contents

1 OVERVIEW 1

2 SCOPE DEFINITION 2

2.1 City of West Palm Beach Responsibilities 2
2.2 Assumptions & Clarifications 2

3 DELIVERABLES 3

4 PRICE 4

4.1 Price Breakdown 4
4.2 Options 5

5 TERMS 6

5.1 Expiry 6
5.2 Billing Schedule 6
5.3 VTSCADA License Agreement 6
5.4 Acceptance 6

APPENDIX A. VTSCADA SOFTWARE LICENSE AGREEMENT (STANDARD CONDITIONS) 7

07/22/2016 10:00:32 am

1 Overview

This document presents a fixed price for new VTScada software licenses and upgrades to the City of West Palm Beach VTSCADA based system existing licenses. The prices provided are based on information from the following:

- 571-RFP-13 14 216 City Wide SCADA HMI
- Various emails between Bryan Sinkler and Rick Bailes between March 2015 and May 2015
- Site visit to the City of West Palm Beach ECR WWTP and WTP on March 12, 2015.

07/22/2016 10:00:32 am

2 Scope Definition

This proposal covers software licenses and support costs only. Any installation services will be covered in subsequent proposals. The pricing provided is based on the following architecture:

1. ECR WWTP – 100K Development Runtime with redundant Runtime license.
2. WTP – 100K Development Runtime with redundant Runtime license.
3. Remote Stations – 100K Development Runtime with redundant Runtime license.
4. 100K Unlimited Thin Clients

2.1 City of West Palm Beach Responsibilities

For the pricing provided, it is assumed that City of West Palm Beach will perform, as a minimum, the following services as part of the project:

1. Provide a means to remotely access (via VPN or similar technology) City of West Palm Beach assets required for testing and installation
2. Update all internal documentation

2.2 Assumptions & Clarifications

The following items are not included in the scope of the project or the price provided by Trihedral:

1. Servers and associated hardware for all VTScada licenses will be provided by the City of West Palm Beach.
2. Network connectivity for redundant servers and thin clients will be provided by the City.
3. City staff knowledgeable about any Local Area Networks or Wide Area Networks involving the SCADA system will be available to provide any networking assistance as needed.

07/22/2016 10:00:32 am

3 Deliverables

The major deliverables included in the price provided in this document include the following:

- 3 100K Tag Development Runtime Licenses
- 3 100K Tag Runtime Licenses
- 2 100K Tag Runtime Historian Licenses
- 100K Tag Count **Unlimited** Thin Clients for Remote Internet and/or Intranet Connectivity via Laptop, Desktop, Smart Phones and/or Tablets
- 3 ODBC Connectivity Packages
- 3 Advanced Application Version Control
- 6 VTScada Historian and Report Generator (Included at No Charge)
- SupportPlus (Standard Support and Upgrades) through October 24, 2016
- 24 x 7 Emergency Support through October 24, 2016
- XL Reporter Option with 60 Clients With 1 Year of Support

*Please note that additional SupportPlus and 24x7 Emergency Support through October 2017 are listed as options in section 4.2 below.

07/22/2016 10:00:32 am

4 Price

The price to provide all materials and services detailed in section 3 *Deliverables* is **$99,754.06 (USD)** plus all applicable taxes.

Please note that this price is intended as a firm quotation based on the suggested SCADA architecture proposed by the City of West Palm Beach. Any changes to the proposed architecture may result in additional licensing and support costs.

4.1 Price Breakdown

The following table details the pricing breakdown for the VTSCADA software from Deliverable #1.

Part #	Description	Qty.	Unit Price	Price
VTSCADA-100K-DEV UPGRADE	VTSCADA 100K Development License with Upgrade Discount (S/N's 20153 & 20156)	2	$4,000.00	$8,000.00
VTSCADA-100K-DEV NEW	VTSCADA 100K Development License	1	$13,795.00	$13,795.00
VTSCADA-100K-RUN UPGRADE	VTSCADA 100K Run Time License with Upgrade Discount (S/N 20154)	1	$3,102.75	$3,102.75
VTSCADA-100K-RUN UPGRADE	VTSCADA 100K Run Time License with Upgrade Discount (S/N 20155)	1	$2,000.00	$2,000.00
VTSCADA-100K-RUN NEW	VTSCADA 100K Run Time License New	1	$6,895.00	$6,895.00
VTSCADA-100K-VIC(Unlimited)	VTSCADA 100K Internet Client **Unlimited** Thin Clients – Upgrade with Discount	1	$50,733.50	$50,733.50
VTSCADA-100K-Version Control	VTSCADA Advanced Version Control	3	Included	$0.00 (Included)
VTSCADA-100K-ODBC Connectivity Pack	ODBC Server, OPC Server, Web Services Connectivity – Dev RT	3	$2,995.00	$0.00 (Included)
VTSCADA-SupportPlus	VTSCADA Upgrades & Toll Free Support Through October 24, 2016 – Includes 90 Days Free (Assumes Purchase Date of July, 2016)	1	$2,035.60	$2,035.60
VTSCADA-Emergency 24x7	VTSCADA Emergency 24x7 Support (Requires Purchase of SupportPlus) Through October 24, 2016	1	$1,197.21	$1,197.21
XLT60	XL Reporting Option - 60 Thin Clients With 1 Year Support	1	$11,995.00	$11,995.00
	Total			**$99,754.06**

07/22/2016 10:00:32 am

4.2 Options

In addition to the work detailed above, the following optional extras may be purchased by City of West Palm Beach as add-ons to the above quoted price.

Option	Description	Price
1	4 Day Onsite Ops and Config Course – 10 People Maximum	$11,500.00
2	SupportPlus Through October 24, 2017	$19,480.50
3	24x7 Emergency SupportPlus Through October 24, 2017	$7,183.25

07/22/2016 10:00:32 am

5 Terms

Placing a purchase order against this quotation will be deemed as having accepted the terms and conditions as detailed below.

5.1 Expiry

This quotation is valid for a period of 30 days from the issue date.

5.2 Billing Schedule

Trihedral will issue City of West Palm Beach with invoice for software once software has been delivered.

Payment terms are net 30 days.

5.3 VTSCADA License Agreement

VTSCADA Software is subject to the *VTSCADA Software License Agreement (Standard Conditions)*, which defines the warranties and obligations of Trihedral and the user. This license can be found within the VTSCADA installation directory and is provided as an appendix to this document.

Unless the terms of the *VTSCADA Software License Agreement (Standard Conditions)* are expressly modified and agreed to by Trihedral in writing, the use of VTSCADA Software by the licensee, including third parties, shall be governed solely by the terms of the Standard VTSCADA Software License.

5.4 Acceptance

Quotation Accepted By:

Quote #: Q9108-000-001

Print Name: _____

Title: _____

Signature: _____

Date: _____

07/22/2016 10:00:32 am

Appendix A. VTSCADA Software License Agreement (Standard Conditions)

1. In consideration of the development and availability for use of the VTScada Software, including any updates or amendments of the Software and, where applicable, the VTS software of Trihedral Engineering Limited (the Software), the Customer and any third party using, or relying upon the operation of the Software pursuant to this Agreement, agree to the following terms and conditions.

2. The Software is licensed by Trihedral Engineering Limited (Trihedral) to the Customer named in the associated sales order, for possession and use solely in accordance with this VTScada Software License Agreement (Standard Conditions) (this Agreement). The Software is not sold by Trihedral to the Customer. This Agreement contains terms which limit the liability of Trihedral. In any event, installation of the Software upon a computer hardware system by the Customer will constitute irrevocable acceptance of the provisions of this Agreement.

3. Upon acceptance of this Agreement by the Customer, Trihedral grants to the Customer a perpetual, non-exclusive, worldwide license to use the Software in accordance with the provisions of this Agreement and the associated sales order.

4. THE SOFTWARE IS LICENSED TO THE CUSTOMER EXPRESSLY WITHOUT WARRANTY OR CONDITION AS TO ANY STANDARD OF PERFORMANCE AND WITHOUT WARRANTY OR CONDITION AS TO FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TRIHEDRAL HAVE ANY LIABILITY TO THE CUSTOMER OR ANY THIRD PARTY ARISING FROM THE FAILURE OF THE SOFTWARE TO MEET ANY STANDARD OF PERFORMANCE OR TO BE FIT FOR ANY PARTICULAR PURPOSE.

5. The Customer, agrees that the possession and use of the Software is restricted to the extent that such possession or use is in accordance with the specifications of the associated sales order issued by Trihedral as to scope of use, maximum number of concurrently installed or operating copies of the Software, maximum number of communicating channels or remote telemetry devices, features of the Software authorized for activation by the Customer and any other limitations concerning the Software.

6. The Customer and all other persons using or relying upon this Software pursuant to this Agreement agree that the Customer and such other person will not copy, decompile, list or render otherwise than in machine readable form only the Software, provided that the Customer or such other person may make such copies as are reasonably necessary as backup copies for use only on installation on hardware systems as may be expressly authorized by the associated sales order. The Customer and such other party further agree not to permit or acquiesce in conduct on the part of third parties contrary to the provisions of this clause.

7. In the event that the Software, as delivered to the Customer by Trihedral should prove defective by reason of materials or the copying process within a period of one year from the effective date of this Agreement, Trihedral will replace upon return of physical medium upon which defective Software was delivered, and in all cases, the destruction of all electronically recorded copies of defective Software in the possession, or under the control of, the Customer. Replacement of the defective Software under such circumstances shall be the sole liability of Trihedral. In no event shall replacement be made if a defect in, or non-operability of, the Software is, in the opinion of Trihedral, the result of an attempt to copy, decompile or list in other than machine readable form the Software.

8. With the exception of the warranties expressly provided pursuant to clause 12 and clause 13 of this Agreement, in no event shall Trihedral have any liability to the Customer or any third party for any claims, damages or causes of action other than the replacement of the master copy of the Software in accordance with the provisions of clause 7.

07/22/2016 10:00:32 am

9. The Customer and all other persons using or relying upon the Software pursuant to this Agreement agree that the Customer and such other person will perform such checks and verifications of the operation of the Software as may be reasonably necessary to ensure its proper functioning and that the Customer will exercise due diligence in the operation of the Software and the review of the results of the use of the Software, including the provision of such backup and fail-safe systems as may be required, to avoid loss, injury or damage.

10. Unless otherwise agreed to in writing by Trihedral, and then only to the extent thereby provided, the Customer will ensure that the Software and all copies of the Software, including backup copies of the Software and copies of the Software delivered to sublicensees, where permitted, are labeled on medium and transmittal communication by, and display on screen at startup and during use of the Software, the complete copyright notice of Trihedral and the trademarks of Trihedral as prescribed by Trihedral at the time of delivery of the Software to the Customer, and as may be reasonably revised by Trihedral thereafter.

11. The Customer will forthwith give notice in writing to Trihedral of any claim by a third party arising alleged infringement of intellectual property right with respect to the Software or the use of the Software, and will cooperate with Trihedral in the investigation and defence of such claim.

12. Trihedral warrants that the Software does not infringe the copyright or trade secret rights of a third party. Trihedral will indemnify the Customer against any costs, expenses or damages finally awarded against the Customer in any action in which infringement by Trihedral of copyright or trade secret rights of a third party is established, provided that the Customer has performed completely its covenants in accordance with clause 10 and clause 11 of this Agreement.

13. Trihedral warrants that, to the best of information and belief, the Software does not infringe any patent right of a third party. Trihedral does not provide any other warranty with respect to patent rights in the Software, and with the sole exception of such warranty, Trihedral will have no liability to the Customer for any costs, expenses or damages incurred by the Customer arising from a claim by a third party for infringement of patent rights concerning the Software.

14. In the event that the Software is, or in the opinion of Trihedral is likely to become, subject to a claim or action with respect to an alleged infringement of intellectual property rights of a third party, Trihedral may, at its option:

(a) at the expense of Trihedral, procure the right for the Customer to continue use of the Software in accordance with this Agreement;

(b) at the expense of Trihedral, replace or modify the Software so that its use by the Customer in accordance with this Agreement will be non-infringing, provided that substantially the same function is performed by the replacement or modified Software; or,

(c) at the expense of Trihedral, contest such claim or action to such extent as Trihedral may in its absolute discretion consider reasonable and appropriate under the circumstances.

15. With respect to any license of Software by Trihedral hereunder which is exclusive to the Customer, the Customer shall have the right in its sole discretion to bring and prosecute and to answer and defend any claim, action or suit arising from or relating to such Software in the exclusive territory of the Customer, solely in the name of the Customer, upon provision of written notice to Trihedral. In the event that a final judgment is awarded to the Customer as a result of any claim, action or suit prosecuted by the Customer, the Customer shall retain the entire judgment and such participation by the Customer will be at the sole cost and risk of the Customer.

07/22/2016 10:00:32 am

16. In no event shall the liability of Trihedral to the Customer or any other party extend to indirect or consequential damages.

17. To enable certain features of the Software, such as VTScada Slippy Maps, the Customer may choose to download third party data, images and software which are subject to license conditions or agreements governing use by the Customer. Compliance with such licensing and use agreements is strictly the responsibility of the Customer.

18. This Agreement shall be effective from the time of first installation of the Software by the Customer upon any hardware system. This Agreement may be terminated by the Customer at any time by so notifying Trihedral in writing and destroying the Software and all copies of the Software in the possession of the Customer or under the control of the Customer, in every form whatsoever. The license of the Customer to use the Software and any copies thereof terminates forthwith and without notice if there is a failure to comply with any term or condition of this Agreement. Such license may also be summarily terminated by Trihedral upon written notice to the Customer in the event of default of payment of the compensation due to Trihedral for the licensing or sublicensing of the Software. Upon termination, the Customer and all other persons using or relying upon the Software pursuant to this Agreement shall immediately destroy the Software and all copies thereof.

19. This Agreement and the Software may not be assigned, sublicensed or otherwise transferred to another party without the consent in writing of Trihedral.

20. This Agreement shall be binding upon the Customer, any other party using or relying upon the Software, their heirs, administrators, successors and assigns and shall be construed with such changes of gender and number as the context may require.

21. This Agreement shall be interpreted in accordance with and governed by the laws of the Province of Nova Scotia, and the Customer attorns to the exclusive jurisdiction of the Supreme Court of Nova Scotia with respect to the adjudication of any issue concerning this Agreement.

22. In the event that any provision of this Agreement is determined to be unenforceable, illegal or void by a tribunal of competent jurisdiction, such provisions shall be severed from this Agreement and the remaining provisions shall remain in full force and effect notwithstanding such unenforceability, illegality or invalidity.

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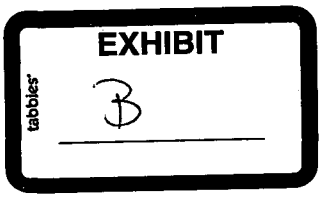

Trihedral Standard Software Licensing Conditions

1. THE SOFTWARE ("the Software") IS LICENSED PURSUANT TO THIS CUSTOMER LICENSE AGREEMENT ("this Agreement") EXPRESSLY WITHOUT WARRANTY OR CONDITION AS TO ANY STANDARD OF PERFORMANCE, OR FITNESS FOR A PARTICULAR PURPOSE. In no event shall the Manufacturer have any liability to the Customer or any third party arising from the failure of the Software to meet any standard of performance or to be fit for any particular purpose.

2. The Customer, or any other persons using or relying upon this Software agrees that the Customer or other person will not copy, decompile, list or render otherwise than in machine readable form only the Software, provided that the Customer or such other person may make such copies as are reasonably necessary as backup copies for use only on a single central processing unit at any one time and the Customer or other party further agrees that he will not permit or acquiesce in conduct on the part of third parties contrary to the provisions of this clause. Any backup Customer copies of the Software made by the Customer or any other party pursuant to this clause shall include the complete copyright notice prominently displayed on every such backup copy.

3. In the event that the master copy of the Software should prove defective by reason of materials or the copying process of such master copy within a period of one (1) year from the date of licensing, the Manufacturer will replace upon return of the master copy by the Customer and without cost to the Customer such master copy, provided that replacement under such circumstances shall be the sole liability of the Manufacturer. In no event shall replacement be made if the damage or non-operability of the master copy of the Software, in the opinion of the Manufacturer, is the result of an attempt to copy, decompile or list in other than machine readable form the Software.

4. In no event shall the Manufacturer have any liability to the Customer or any third party for any claims, damages or causes of action other than the replacement of the master copy of the Software in accordance with the terms of clause 3.

5. The Customer and any other party using or relying upon the Software agrees that the Customer will perform such checks and verifications of the operation of the Software as may be reasonably necessary to ensure its proper functioning and that the Customer will exercise due diligence in the application of the Software and the review of the results of the use of the software to avoid loss, injury or damage.

6. The Customer will forthwith give notice in writing to the Manufacturer of any claim by a third party arising from alleged infringement of copyright or other property right with respect to the Software or the use of the Software and will cooperate with the Manufacturer in the investigation and defence of such claim.

7. With respect to any licence of Software by the Manufacturer hereunder which is exclusive to the customer, the Customer shall have the right in its sole discretion to bring and prosecute

07/22/2016 10:00:32 am

and to answer and defend any claim, action or suit arising from or relating to such Software in the exclusive territory of the Customer, solely in the name of the Customer, upon provision of written notice to the Manufacturer. In the event that a final judgment is awarded to the Customer as a result of any claim, action or suit prosecuted by the Customer, the Customer shall retain the entire judgment and such participation by the Customer will be at the sole cost and risk of the Customer.

8. The Manufacturer will indemnify the Customer against any costs, expenses or damages finally awarded against the Customer in any action referred to in section 7, provided that the Customer has performed completely its covenant in accordance with section 7 of this Agreement. The Manufacturer will have no liability to the Customer for any costs, expenses or damages incurred by the Customer arising from a claim by a third party for infringement of patent rights.

9. In the event that the Software is, or in the opinion of the Manufacturer is likely to become, subject to a claim or action referred to in section 7, the Manufacturer may, at its option:

   (a) at the expense of the Manufacturer, procure the right for the Customer to continue use of the Software in accordance with this Agreement; or,

   (b) at the expense of the Manufacturer, replace or modify the Software so that its use by the Customer in accordance with this Agreement will be non-infringing, provided that the same function is performed by the replacement or modified Software.

10. In no event shall the liability of the Manufacturer to the Customer or any other party extend to consequential damages.

11. This Agreement and the Software may not be assigned, sub-licensed or otherwise transferred to another party without the consent in writing of the Manufacturer.

12. This Agreement shall be effective from the time of installation of the Software. This Agreement may be terminated at any time by destroying the Software, together with all copies made from the Software in any form whatsoever. The right to use the Software and any copies thereof terminates forthwith and without notice if there is a failure to comply with any term or condition of this Agreement. Upon such termination, the Customer and all parties subject to the Agreement shall immediately destroy the Software and all copies thereof.

13. This Agreement shall be binding upon the Customer, any other party using or relying upon the Software, their heirs, administrators, successors and assigns and shall be construed with such changes of gender and number as the context may require.

14. This Agreement shall be interpreted in accordance with and governed by the laws of the Province of Nova Scotia, and the Customer attorns to the exclusive jurisdiction of the Supreme Court of Nova Scotia with respect to the adjudication of any issue concerning this Agreement.

15. In the event that any provision of this Agreement is determined to be unenforceable, illegal or void by a tribunal of competent jurisdiction, such provisions shall be severed from this Agreement and the remaining provisions shall remain in full force and effect notwithstanding such unenforceability, illegality or invalidity.

EXHIBIT

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Updated July, 06, 2016

VTScada
Software for Monitoring & Control

Software Support

If you have ever been frustrated while trying to get help from a major supplier, you will find our dedicated personal approach to be a refreshing change. Our team of developers, programmers, and engineers provide the most accessible, reliable, and comprehensive support in the industry.

Feedback from our international network of users helps to keep us on the leading edge of value-added features. Consequently, our customers keep coming back for upgrades, enhancements, and consulting services as their facilities grow and their needs evolve.

"When they showed me the kind of support they were willing to offer, it was a no brainer. We absolutely have to maintain that support contract forever." - Mark Utesch, City of Altamonte Springs, FL

The VTScada Support Team

"Many thanks to you and your team. It is very rare to have a relationship with the level of support and professionalism that Trihedral provides. We look forward to continuing our fervent support of your SCADA software." - Lee Kibler, Riviera Utilities, AL.

Choose the Level of Support You Need

Type	Coverage	Price	Includes
SupportPlus Service	First 90 Days Monday to Friday 8 to 4 PM EST	Included with software purchase	• VTScada software specific (non-application specific) • Phone, fax, and email support • Seamless version compatibility • Product upgrades • Value protection
SupportPlus Service Yearly Renewal	Annual Monday to Friday 8 to 4 PM EST	15% of purchase price so long as support never lapses	• VTScada software specific (non-application specific) • Phone, fax, and email support • Seamless version compatibility • Product upgrades • Value protection
SupportPlus Service Re-instatement	Annual Monday to Friday 8 to 4 PM EST	15% per lapsed year, cumulative up to 75%, on current license value Recalculated license value carries forward	• VTScada software technical support (non-application specific) • Seamless version compatibility • Product upgrades • Value protection
SupportPlus 24/7 Emergency Support	Annual 24/7	5% license value (min $1,200)	• VTScada software specific (non-application specific) • Phone, fax, and email support • Requires active SupportPlus contract • Nights, weekends, holidays
SupportPlus Premium 8/5	Annual Monday to Friday 8 to 4 PM EST	Based on Application Contact Trihedral	• Dedicated support team trained on your application • Guaranteed response times • Remote application access for hands-on diagnostics • Unlimited email and phone support
SupportPlus Premium 24/7	Annual 24/7	Based on Application Contact Trihedral	• Dedicated support team trained on your application • Guaranteed response times • Remote application access for hands-on diagnostics • Unlimited email and phone support
Ad Hoc Support	Hourly	$130 or £85 per hour Plus expenses As Contracted Contact Trihedral	• Application-specific support • On-site, email, phone

Note that support packages do not include hardware troubleshooting, training, or system design.

Download the 90-day Trial: Trihedral.com/trial

VTScada is a trademark of Trihedral Engineering Limited

Trihedral

Trihedral Engineering Limited, Bedford, Canada
Trihedral Inc., Orlando, Florida
Trihedral UK Limited, Aberdeen, Scotland

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Trihedral

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VTScada
Software for Monitoring & Control

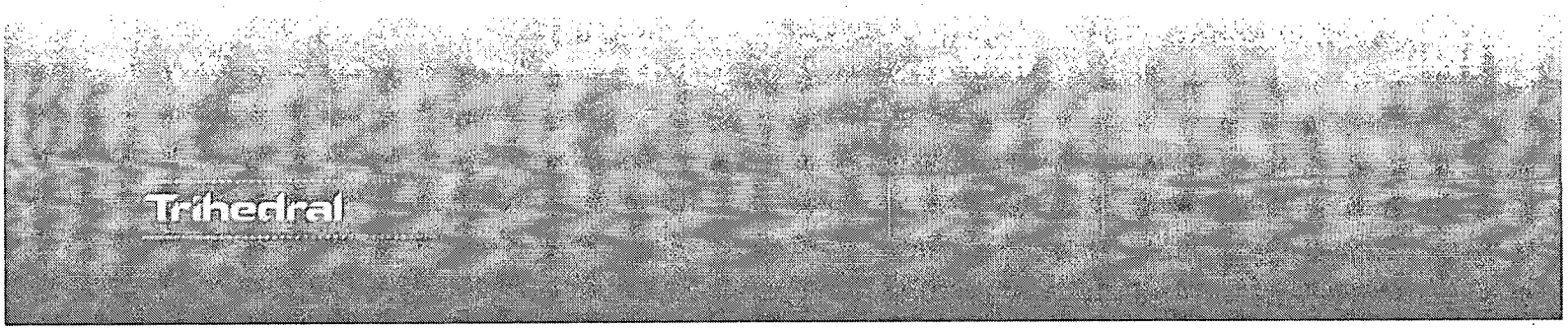
Trihedral Inc.
7380 Sand Lake Road, Suite 160
Orlando, Florida
32819

Phone: 407-888-8203
Fax: 407-888-8213
www.trihedral.com

City of West Palm Beach

Remote Stations Conversion Project
Quote # Q8889-000-000

Date: May 19, 2015
Delivered to: Rick Bailes



07/22/2016 10:00:32 am

Rev. #	Revision Details	Issue Date	Prepared By	Reviewed By
0	Original Issue	May 19, 2015	Bryan Sinkler	Barry Baker

ISO 9001:2008 Ref #
QMF 12C

Template Ref #
US.JAN.06.2015

Internal Ref #
Q8889-000-000 LS Rev 1.xlsx

Contents

1 OVERVIEW 1

2 SCOPE DEFINITION 2

2.1 TRIHEDRAL RESPONSIBILITIES 2
2.2 CITY OF WEST PALM BEACH RESPONSIBILITIES 2
2.3 ASSUMPTIONS & CLARIFICATIONS 3

3 DELIVERABLES 4

4 SCHEDULE 5

5 PRICE 6

5.1 PRICE BREAKDOWN 6
5.2 BILLING SCHEDULE 6
5.3 ADDITIONAL SERVICES 7

6 TERMS 8

6.16 ACCEPTANCE 11

07/22/2016 10:00:32 am

1 Overview

This document presents fixed price to convert the existing VTScada DCR Version 9 application currently running at the City of West Palm Beach Remote Stations to a new VTSCADA based system using standard VTScada functionallity. The prices and time estimates provided are based on information from the following:

- RFP 13-14-216 City-Wide HMI SCADA System for SCADA Software Selection
- Site Visit on March 12, 2015 to ECR WWTP by Bryan Sinkler and Rick Bailes
- Various email and phone conversations between Rick Bailes and Bryan Sinkler between March 2015 and May 2015.
- Copy of existing VTScada application
- Screen shots of desired pump stations and existing storm water gate structures provided by Rick Bailes

07/22/2016 10:00:32 am

2 Scope Definition

The original scope of this project required that Trihedral provide software pricing only for the ECR WWTP, WTP and Lift Stations as defined in RFP 13-14-216 City-Wide HMI SCADA System for SCADA Software Selection. Since that time the City of West Palm Beach requested that Trihedral provide separate installation proposals for the WWTP, WTP and Lift Station applications. This proposal covers the cost to convert the existing VTScada Version 9 application to a standard VTScada 11 or newer application using standard VTScada features and tools and does not cover any software licenses.

No formal scope of work has been provided to Trihedral by the City, thus this proposal is based on a general knowledge of the existing VTScada application, the desired functionality discussed by Rick Bailes and Bryan Sinkler, as well as many screen shots of existing sites and screen shots of desired pump station screen functionality provided by the City. This conversion has a high level of complexity given the nature of the current unsupported code and non-standard VTScada tags.

The basis of this proposal will be designed around the following known items:

- Approximately 20,000 tags for this app when converted to standard VTScada tags
- Existing RTUs are Moscad via FIU, Aquatrol using custom VTScada driver and DCC pump controllers
- 416 known pages to convert
- A primary 100K VTScada Development Runtime with Historian will be placed at the WTP dispatch center. A redundant 100K VTScada Runtime license with Historian will be either located on site at the lift station admin office. This will be determined based on network capability at the time of installation.
- Application will be designed in a manner such that all 3 applications can be combined at a future date.

2.1 Trihedral Responsibilities

For the pricing provided, it is assumed that Trihedral will perform, as a minimum, the following services as part of the project:

1. Design, coding, and testing of all supplied components
2. Attend meetings with City of West Palm Beach to review the project status monthly or as agreed upon by both parties, attendance via teleconference is acceptable
3. Provision of all deliverables as detailed in section 3 *Deliverables* and noted in *Section 2.3 Assumptions & Clarifications.*

2.2 City of West Palm Beach Responsibilities

For the pricing provided, it is assumed that City of West Palm Beach will perform, as a minimum, the following services as part of the project:

1. Provide access to all existing application code, screens and configuration in order to permit Trihedral to create similar application functionally, as noted, using standard VTScada elements.
2. Configure user security roles & access within the application.
3. Perform all customer side testing beyond that detailed in commissioning by Trihedral.
4. Provide access to test environment.
5. Provide a means to remotely access (via VPN or similar technology) City of West Palm Beach. assets required for testing and installations.
6. Provide training for the system end users beyond that provided in this quotation.

07/22/2016 10:00:32 am

7. Update all internal West Palm Beach documentation.

2.3 Assumptions & Clarifications

The following items are not included in the scope of the project or the price provided by Trihedral:

1. All servers and associated hardware and any hardware configuration will be provided by the City.
2. Commissioning is based on the end-to-end testing of 20 remote stations. It is assumed that the majority of stations are of similar nature and that a sample of twenty sites will serve as statistical sample to validate I/O accuracy. Should the City require testing of all remote sites, additional time may be contracted at Trihedral's standard hourly rate.
3. The existing VTScada application currently contains a large amount of custom code created by others. This code will not be used as it is assumed that the City wishes to mitigate the amount of custom code and use standard VTScada tags for reduced future support costs. Given this, it is assumed that all control buttons and data on screens will be available as Modbus data from the RTU. Any current functionality that requires additional custom code will not be replicated unless otherwise agreed to.
4. Specific functionality with regards to camera's is not being supplied. This may be achieved at a future date dependent upon the camera make & model.
5. With regard to onsite training, it is assumed that the City will provide training room, laptops or computers (if required) for students and projector/monitor.
6. Pages that are considered "wish list" or "future use" will be created as place holders with no real data. Additional services may be required at a later date to provide the desired functionality by either Trihedral, staff of West Palm Beach or others as chosen by the city.

07/22/2016 10:00:32 am

3 Deliverables

The major deliverables included in the price provided in this document include the following:

1. Review of existing application and design of replacement functionality using standard VTScada components, where possible. The following existing functions will not be replicated:
    a. Camera Integration
    b. MTU Manager display
2. Creation of tag types using standard VTScada tools to replicate custom functionality as noted in the Price breakdown table in *Section 5 Pricing*.
3. Replication of application screens, except as noted, using standard VTScada application display screens and imported tag database from existing application.
4. Importation of Historian records from existing application.
5. Installation of VTScada based application on City of West Palm Beach servers. VTScada licensing, including credit for existing licenses, is not included in the price quotation.
6. Assistance to City of West Palm Beach for on-site testing to verify a statistical sample of twenty stations chosen by the city.
7. Delivery of VTScada application documentation in MS Word electronic formats .
8. On-site training for City of West Palm Beach staff responsible for application maintenance.

07/22/2016 10:00:32 am

4 Schedule

Note that the scheduled start date is based on **current availability** of Trihedral staff to perform the project tasks. Trihedral schedules work on a first come first served basis and thus the proposed starting and completion dates are subject to change until the receipt of a formal purchase order for the work.

The table below shows the expected major schedule milestones scheduled from the project start date.

Task	Completion Date
Customer discussion & requirements capture	Week 1
System Design	Week 2
Tag Template creation	Week 7
Historical Database Import	Week 8
System Configuration (display screens)	Week 9
Installation/Commissioning	Week 10
Training	Week 11

The scheduled project start date will be determined after the acceptance of the quotation and the receipt of a formal purchase order for the work. Trihedral schedules work on a first come first served basis and thus the proposed starting and completion dates are subject to change until the receipt of a formal purchase order for the work.

07/22/2016 10:00:32 am

5 Price

The price to provide all materials and services detailed in section 3 *Deliverables* is **$85,299 (USD)** plus all applicable taxes. Please note that this price is intended as a firm quotation and all work outlined in this document will be completed for this price.

5.1 Price Breakdown

The following table details the pricing breakdown for the major project deliverables.

Task	Units	Qty	$/Unit	Sub-Total
Design & Admin	Hr	48	$135	$ 6,480
VTS Tag Database - import existing	Hr	21.6	$135	$ 2,916
DCC Lift Station tag type (30 parameters, 91 child tags - custom application tag)	Hr	20.8	$135	$ 2,808
Lift Station tag type (113 parameters, 38 child tags - custom application tag)	Hr	20.8	$135	$ 2,808
Lift Station Moscad tag type (187 parameters, 461 child tags)	Hr	44.8	$135	$ 6,048
Moscad Well tag type (113 parameters, 434 child tags)	Hr	44.8	$135	$ 6,048
General Moscad tag type (32 parameters, 384 child tags)	Hr	32.4	$135	$ 4,374
Aquatrol Pump tag type + widget (8 parameters - custom app tag)	Hr	10.8	$135	$ 1,458
20 Custom reports to migrate	Hr	10.8	$135	$ 1,458
5 Custom VTS services to emulate	Hr	43.2	$135	$ 5,832
Tabbed Map Overview and Lift station list pages	Hr	38.4	$135	$ 5,184
Generic Lift Station Overview page with Widgets	Hr	27	$135	$ 3,645
Generic Lift Station Info page with Widgets	Hr	10.8	$135	$ 1,458
Generic Lift Station Interlocks page	Hr	10.8	$135	$ 1,458
Lift Station Side Menu Widget	Hr	4.4	$135	$ 594
Parentless child tag investigation	Hr	10.8	$135	$ 1,458
Custom Pages - Non Templated	Hr	52	$135	$ 7,020
History import	Hr	54	$135	$ 7,290
Commissioning	Lot	1		$ 13,722
End User Training (Users, Administrators)	Hr	24	$135	$ 3,240
Project Total				**$ 85,299**

Notes on Price Breakdown:
The pricing breakdown is provided to detail the goods and tasks that Trihedral expects to supply and complete in the performance of the specified fixed price work. Being of a fixed price nature, the line items are not allocations available for credit or cost reduction. Correspondingly, the prices shown are not limits on hours subject to cost increases without a material change in specifications. The quote is not divisible without a re-evaluation of all items.

5.2 Billing Schedule

Trihedral will issue City of West Palm Beach with invoices for major project milestones with amounts as detailed in section 3 *Deliverables*.

Payment terms are net 30 days.

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5.3 Additional Services

In addition to the scope of work outlined above, City of West Palm Beach may purchase Trihedral's services to complete additional work at an hourly rate of **$135.00 (USD)** plus applicable expenses.

07/22/2016 10:00:32 am

6 Terms

Placing a purchase order against this quotation will be deemed as having accepted the terms and conditions as detailed below.

6.01 This Quote may be accepted by the Customer by written acceptance received by Trihedral not later than 30 days following the date of issue thereof.

6.02 In consideration of payment of the Price by the Customer in accordance with the terms and conditions of this Quote, and upon acceptance by the Customer, Trihedral will provide engineering services (the Services) as described in article 2.00 Scope Definition .

6.03 Trihedral warrants that it has available adequate and appropriate staff, equipment and facilities to perform the Services, and that the Services will be rendered in a competent and professional manner, subject to the terms and conditions of this Quote.

6.04 The Customer will support the performance of the Services by:

(a) fully informing Trihedral to the extent reasonably required to enable the performance of the Services, including provision of functional standards, design criteria, and technical specifications of equipment and systems related to the Quote, and undertakes that Trihedral may rely on the accuracy and completeness of all information provided by the Customer, and any consultants of the Customer;

(b) reviewing and assessing promptly all reports, documentation, software code performance, recommendations and conclusions communicated by Trihedral, so as to enable the timely performance of the Services by Trihedral;

(c) making available to Trihedral adequate and timely access to equipment, systems and facilities owned or controlled by the Customer, so as to enable the proper performance of the Services by Trihedral;

(d) making and communicating promptly to Trihedral such decisions by the Customer as are necessary for the full performance of the Services by Trihedral; and,

(e) by forthwith giving notice in writing to Trihedral of any claim by a third party arising alleged infringement of an intellectual property right with respect to the Services or the use of the Services, and by cooperating with Trihedral in the investigation and defence of such claim;

6.05 Trihedral warrants that the Services will not infringe the rights of any third party with respect to copyright or trade secrets, and Trihedral will indemnify the Customer against any costs, expenses or damages finally awarded against the Customer in any action in which infringement by Trihedral of copyright or trade secret rights of a third party is established with respect to the Services, provided that the Customer has performed completely its covenant in accordance with paragraph 6.04(e).

6.06 Trihedral warrants that, to the best of information and belief, the Services will not infringe any patent right of a third party. Trihedral does not provide any other warranty with respect to patent rights with respect to the Services, and Trihedral will have no liability to the Customer for any costs, expenses or damages incurred by the Customer arising from a claim by a third party for infringement of patent rights concerning the Services.

07/22/2016 10:00:32 am

6.07 Where this Quote includes the licensing to the Customer of VTScada or VTS software, such licensing will be governed exclusively by the terms and conditions of the VTScada Software Licensing Agreement (Standard Conditions), a copy of the current version of which is attached.

6.08 In no event shall the liability of Trihedral to the Customer or any other party extend to consequential damages.

6.09 1. During and after the performance of the Services pursuant to Quote, each party shall maintain in confidence all confidential and commercially sensitive information received from the other party in which the disclosing party has a proprietary interest (the Confidential Information), and shall not disclose any such Confidential Information to any third party, other than its own personnel, or use any such Confidential Information for any purpose whatsoever except as contemplated by this Quote. In maintaining the confidentiality of Confidential Information of the other party, each party shall exercise the same degree of care that it exercises with its own confidential information and in no event less than a reasonable degree of care.

2. The obligation of confidentiality in the preceding subsection shall not apply to the extent that:

(a) the party subject to the obligation is required by law to disclose information by order or regulation of a governmental agency, a regulatory authority or a court of competent jurisdiction; provided, however, that, if reasonably possible in compliance with such order or regulation, the party subject to such requirement shall not make any such disclosure without first notifying the other party and allowing the other party a reasonable opportunity to seek injunctive relief from, or a protective order with respect to, the obligation to make such disclosure ;

(b) the disclosed information was at the time of such disclosure to the party subject to the obligation already in, or thereafter entered, the public domain, other than as a result of actions of the receiving party, its directors, officers, employees or agents in violation hereof;

(c) the disclosed information was lawfully known to the party subject to the obligation prior to the date of disclosure to the receiving party;

(d) the party subject to the obligation establishes, upon documentation, that such party independently developed the disclosed information without any use of, or reference to, the disclosed information; or,

(e) the disclosed information was received by the party subject to the obligation on an unrestricted basis from a source unrelated to any party to this Quote and to the best of the knowledge of the party subject to the obligation, without of a duty of confidentiality owed to the other party.

6.10 This Quote, including any Software licensed thereby, may not be assigned, sub-licensed or otherwise transferred to another party without the consent in writing of Trihedral.

6.11 Neither Trihedral nor the Customer will be liable for failure to perform obligations pursuant to this Quote, to the extent that such failure to perform is attributable to unforeseen events which are beyond the reasonable control of the parties, including natural disaster (including fire, flood, blizzard, tornado, windstorm or earthquake), labor disruption (including strike or lockout), war (whether declared or not), riot, terrorist action, and interruption of electrical power or electronic communications services, provided that the party subject to such circumstance gives written notice as soon as possible to the other party, and acts with reasonable diligence to mitigate the effect thereof upon the performance of the Services.

6.12 Upon acceptance, this Quote shall be binding upon the Customer, any other party using or relying upon condition the Software, their heirs, administrators, successors and assigns and shall be

07/22/2016 10:00:32 am

construed with such changes of gender and number as the context may require.

6.13 The failure the Customer or Trihedral to insist on the strict observance of its rights under this Quote shall not be deemed a waiver of such rights, which shall be determined in accordance with the express provisions of this Quote.

6.14 In the event that any provision of this Quote is determined to be unenforceable, illegal or void by a tribunal of competent jurisdiction, such provisions shall be severed from this Quote and the remaining provisions shall remain in full force and effect notwithstanding such unenforceability, illegality or invalidity.

6.15 This Quote shall be interpreted in accordance with and governed by the laws of the State of Florida with the exception of the VTScada license agreement.

07/22/2016 10:00:32 am

6.16 Acceptance

Quotation Accepted By:

Quote #: Q8889-000-000

Print Name: _____

Title: _____

Signature: _____

Date: _____

07/22/2016 10:00:32 am

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Vicky M. Zelen	
Zelen Risk Solutions, Inc. 7964 Devoe Street Jacksonville FL 32220	PHONE (A/C, No, Ext): 904-262-8080	FAX (A/C, No): 904-262-1444
	E-MAIL ADDRESS: Vicky@zelenrisk.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Twin City Fire Insurance Company	
INSURED Trihedral, Inc. 7380 West Sand Lake Road Suite 100 Orlando FL 32819	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			21SBATY4803	09/19/2024	09/19/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			21SBATY4803	09/19/2024	09/19/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			21SBATY4803	09/19/2024	09/19/2025	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		21WECAD7D98	07/18/2024	07/18/2025	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder, City of North Miami Beach is additional insured with respect to the general liability when required by written contract.

Fax: 305-919-3708

Attn: Contractors Certification

CERTIFICATE HOLDER

City of North Miami Beach
17050 NE 19th Avenue

North Miami Beach, FL 33162

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Vicky M. Zelen <LFU>

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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:	Andrew Plotkin, Interim City Manager
DATE:	July 15, 2025

RE: Resolution No. R2025-94 Authorizing a Purchase Order for Meters and Registers With Core & Main (Hamid Nikvan, NMB Water Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution
- Exhibit A

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 CORE & MAIN FOR THE SOLE SOURCE PURCHASE OF METERS AND REGISTERS IN A BUDGETED AMOUNT NOT TO EXCEED $67,703, 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: SS-2025-029), was published on the OpenGov E-Procurement portal outlining the City's intention to proceed with the sole-source procurement methodology for the purchase of Sensus Registers and Meters from Core and Main. 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 needs to purchase various Sensus registers and meters in a budgeted amount of $67,703. These registers and meters are essential for accurately measuring water usage, ensuring proper billing, improving operational efficiency, and detecting potential leaks or anomalies; and

WHEREAS, Core & Main is the sole authorized and certified distributor within the state of Florida for the purchase of Sensus products, OEM repair parts, calibration services, repairs, maintenance programs, and the implementation and configuration of the meter read collection equipment and software as well as provide field level services to install and configure the Sensus meters and transmitters; 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 a budgeted amount not to exceed $67,703 for

Sensus registers and meters; and

WHEREAS, the Mayor and City Commission believe it is in the best interests of the City to approve a sole source purchase in a budgeted amount not to exceed $67,703 for Sensus registers and meters with Core & Main.

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 Sensus registers and meters in a budgeted amount not to exceed $67,703 with Core & Main 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 **15th day of July 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

City of North Miami Beach

SS-2025-029

NOTICE TO SOLE SOURCE : SENSUS REGISTERS & METERS-CORE & MAIN

RELEASE DATE: May 20, 2025
RESPONSE DEADLINE: May 28, 2025, 3:00 pm
Please refer to the project timeline in this document for all important deadlines.

Table Of Contents

1. Sole Source Justification
2. Vendor Response
3. Attachments

Attachments:

A - Binder Notice of Intent to Award a Sole Source

1. Sole Source Justification

1.1. Summary

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.

1.2. Background

Reference #: SS-2025-029

The meters and registers are manufactured by Sensus and distributed by Core and Main, a supplier of large meters, replacement meter registers, repairs and warranty parts. Additionally, these large meter and replacements are designated with Itron ERT connector specifically fitted for North Miami Beach meters and registers.

1.3. Timeline

Sole Source Advertisement Release Date	May 20, 2025
Sole Source Advertisement Close Date	May 28, 2025, 3:00pm

2. Vendor Response

1. Response from Vendor
   A. A statement regarding their capability to provide the requested goods or services.
   B. Distributors and re-sellers are highly encouraged to include a statement from the product manufacturer stating that they are authorized to sell the product.
   C. Any other relevant information.

Notice of Intent to Award a Sole Source Procurement

Subject: SENSUS REGISTERS & METERS- CORE & MAIN

Document Number: SS-2025-029
Date: May 20, 2025
Written Response Due: May 28, 2025
Time: 3:00 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 and/or services to be purchased: SENSUS REGISTERS & METERS- CORE & MAIN

Anticipated Cost: $67,702.01

Sole Source Justification: The meters and registers manufactured by Sensus and distributed by Core and Main. Which supplies large meters and a list of replacement meter registers, repairs and warranty parts. Additionally, these large meter and replacements are designated with Itron ERT connector specifically fitted for North Miami Beach meters & registers.

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.

City of North Miami Beach NMB

PROCUREMENT MANAGEMENT DEPARTMENT

SOLE SOURCE REQUEST FORM

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

FROM: Hamid Nikvan for HN PM
Department Head (Name & Signature)

VIA: Chief Procurement Officer

DATE: 05/08/2025

RE: SENSUS Registers & Meters - Core & Main

Annual Expenditure not to Exceed: $ 67,702.02 **Vendor #** 506119

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.

Sensus is the sole manufacturer, developer & provider if its products, services & software. Core & Main is the sole authorized & certified distributor within the state of Florida for the purchase of new product. No other representative can sell Sensus products, provide repair/replacement parts, maintenance, field services, training and technical support for Sensus products in the the state of Florida.

	Approved	**Date**
Finance Director		
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.

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

VIA: Chief Procurement Officer

FROM: Hamid Nikvan for HN PM — NMB Water Director
Director — Title/Department

Signature — 05/08/25
Date

RE: SENSUS Registers & Meters - Core & Main

Fiscal Amount not to Exceed: $67,702.02 **Vendor #**506119

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

Core & Main is the Sole Source provider for Sensus meters & registers. These materials are essential for the NMB Water interconnect meters that are used by local government agency. This allows us to continue maintenance and improvements to our water infrastructure.

Background:

Sensus is the sole manufacture & Core & Main is the sole authorized & certified distributor within the state of Florida for the purchase of all Sensus products. Which supplies large meters and a listed of replacement meter registers, repairs and warranty parts. Additionally, these large meter and replacements are designated with Itron ERT connector specifically fitted for North Miami Beach meters & registers.

Recommendation:

We are requesting approval of this Sole Source supplier in the amount of $67,702.01 so we can replenish inventory and continue operations and maintenance of our meter infrastructure.

Fiscal Impact / Account Number(s):

FY25: 410-141501

Contact Person(s):

Hamid Nikvan, NMB Water Director or Veronica Torres, Interim Warehouse Manager

Bid Proposal for City of North Miami Beach OMNI REGISTER

CUSTOMER

NORTH MIAMI BEACH FIN DEPT
2101 NE 159 AVE
NORTH MIAMI BEACH, FL 33162

Job
City of North Miami Beach OMNI REGISTER
NORTH MIAMI BEACH , FL
Bid Date: 04/23/2025
Bid #: 4165140

CONTACT

Sales Representative
Jonathan Diehl
(M) 561-308-7067
(T) 561-640-2941
(F) 561-616-0659
Jonathan.Diehl@coreandmain.com

Core & Main
4310 NW 10th Ave
Oakland Park, FL 33309
(T) 9547727343

NOTES

Bid Proposal for City of North Miami Beach OMNI REGISTER

NORTH MIAMI BEACH FIN DEPT
Job Location: NORTH MIAMI BEACH , FL
Bid Date: 04/23/2025
Core & Main Bid #: 4165140

Core & Main
4310 NW 10th Ave
Oakland Park, FL 33309
Phone: 9547727343
Fax: 9547720443

Seq#	Qty	Part Number	Description	Units	Price	Ext Price
10	5	NS	2 OMNI T2 CHAMBER ASSEMBLY	EA	691.00	3,455.00
			INCLUDES REGISTER			
			PN - T2X9XX5GXD0XXSD			
40	10	NS	3 OMNI T2 CHAMBER ASSEMBLY	EA	981.08	9,810.80
			INCLUDES REGISTER			
			PN - T3X9XX5GXD0XXSD			
70	10	NS	4 OMNI T2 CHAMBER ASSEMBLY	EA	1,000.02	10,000.20
			INCLUDES REGISTER			
			PN - T4X9XX5GXD0XXSD			
100	8	NS	6 OMNI T2 CHAMBER ASSEMBLY	EA	1,827.49	14,619.92
			INCLUDES REGISTER			
			PN - T6X9XX5GXD0XXSD			
130	1	NS	10 OMNI T2 CHAMBER ASSEMBLY	EA	2,702.19	2,702.19
			INCLUDES REGISTER			
			PN - TAX9XX5GXD0XXSD			
160	4	NS	6 OMNI F2 CHAMBER ASSEMBLY	EA	2,698.03	10,792.12
			INCLUDES REGISTER			
			PN - F6X9XX5GXD0XXSD			
190	4	NS	4 OMNI F2 CHAMBER ASSEMBLY	EA	1,421.56	5,686.24
			INCLUDES REGISTER			
			PN - F4X9XX5GXD0XXSD			
220	2	NS	6 OMNI T2 1000G 27LL 6WHL	EA	4,713.82	9,427.64
			5' ITRON CABLE			
			PN - T6X1XX5GXT0XXSD			
250	10	445191020600009	25' ITRON EHAT F/OMNI+ METER 5191020600009	EA	112.46	1,124.60
260	3	445380220000015	ILL 27 30 1/4 SOCKET ACCU/SRII 5380220000015	EA	27.77	83.31
					Sub Total	**67,702.02**
					Tax	0.00
					Total	**67,702.02**

Branch Terms:
All prices, terms, specifications and conditions per the City of Deerfield Beach Contract No. 2018-19/12 shall apply.
Prices are based on current inventory items. Material extended eta's may affect pricing. Prices are subject to change.

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/terms-of-sale/

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

637 Davis Drive
Suite 400
Morrisville, NC 27560 USA

April 30th, 2025

City of North Miami Beach
Attn: Hamid Nikvan
17050 NE 19th Ave
North Miami Beach, FL 33162

Subject: Sole Authorized Distributor of Sensus Products and Services, Florida

Hello Mr. Nikvan,

Sensus is the sole manufacturer, developer, and provider of its products, services, & software. Core & Main is the sole authorized & certified distributor within the state of Florida for the purchase of new products, OEM repair parts, calibration services, repairs, maintenance programs, and the implementation and configuration of the meter read collection equipment and software as well as provide field level services to install and configure the Sensus meters and transmitters. This includes all Water metrology, AMR/AMI systems, MDM software with RNI hardware, services, and all associated equipment, repair and warranty parts.

No other representative can sell products, provide repair/replacements parts, maintenance, field services, training, and technical support for Sensus in the state of Florida.

Your Core & Main contact is:

Javier Rezhakhani
4310 NW 10th Ave
Oakland Park, FL 33309
Javier.rezhakhani@coreandmain.com
(561) 472-4693

Thank you for your business and we look forward to continuing to provide you with superior Sensus products and customer service. Please feel free to contact Mark Costello at mark.costello@xylem.com regarding product inquiries or any other Sensus related questions.

Sincerely,

Mark Newton
Vice President, Sensus North America Water

Consent Agenda
9.11.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Commissioner Phyllis Smith
VIA:	Andrew Plotkin, Interim City Manager
DATE:	July 15, 2025

RE: Resolution No. R2025-95 Establishing a Merchant/Business Association Program (Commissioner Phyllis Smith)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution

RESOLUTION NO. R2025-XX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, TO ESTABLISH A MERCHANT/BUSINESS ASSOCIATION CREATION PROGRAM TO ENCOURAGE AND STIMULATE ECONOMIC GROWTH IN THE CITY; AND AUTHORIZING THE INTERIM CITY MANAGER TO DESIGNATE FUNDS TO PAY FOR GRANTS TO ELIGIBLE APPLICANTS FOR FORMATION AND OPERATION OF MERCHANT AND INDUSTRY-BASED ASSOCIATIONS AND; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach became aware of the Merchant/Industry Creation Incentive Program implemented by the City of West Palm Beach, and the Mayor and Commission of North Miami Beach wish to develop a similar program;

WHEREAS the City of North Miami Beach City Mayor and Commission seeks to encourage and stimulate economic growth in the City; and

WHEREAS the establishment of organized merchant groups or associations are beneficial to the stimulation of the local economy and sustainability of businesses; and

WHEREAS the City Mayor and the City Commission seek to establish organized merchant groups or associations based on common industries or geographical proximity within the City.

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

Section 1. The aforementioned recitals are true and correct.

Section 2. The City will establish a Merchant/Business Association Creation Program and Policy to assist merchant and industry-based associations with funding for initial formation and ongoing operations.

Section 3. The Interim City Manager is directed to allocate $6,000 for formation and operation of merchant and industry-based associations.

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 Interim City Manager without further process.

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

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

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **15th day of July 2025**.

ATTEST:

ANDRISE BERNARD, MMC CITY CLERK	MICHAEL JOSEPH, ESQ. 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: Commissioner Phyllis Smith

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:	Kerlyne McHenry, Interim Public Works Director
VIA:	Andrew Plotkin, Interim City Manager
DATE:	July 15, 2025

RE: Resolution No. R2025-96 Approving Revisions to the Traffic Calming Manual Policy (Kerlyne McHenry, Interim Public Works Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Resolution
- Approved Intergovernmental Agency Agreement
- Traffic Calming Manual

City of North Miami Beach, Florida

Public Works Department

TO: Andrew Plotkin, City Manager (Interim); Mayor & Commissioners

FROM: Kerlyne McHenry, Public Works Director (Interim)

CC: Aurelio Carmenates, CIP Director; Gregory Christian, Interim City Engineer

DATE: June 13, 2025

SUBJECT: Request to Adopt North Miami Beach Traffic Calming Policy

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Purpose:
This memorandum proposes the adoption of a formal Traffic Calming Policy to address resident concerns regarding traffic speeds on local streets and enhance overall street safety and livability within our community.

The adoption of a comprehensive Traffic Calming Policy will:

- Establish a clear and consistent process for addressing citizen concerns regarding traffic speeds on local streets.
- Utilize verified data and community support to guide the implementation of effective traffic calming measures.
- Ensure that traffic calming measures align with town codes, long-range plans, and overall health, safety, and welfare goals.
- Provide a framework for the evaluation and removal of traffic calming devices if they are no longer effective or desired by the community.

Background:
Traffic calming is a practice that aims to improve the safety and quality of life in residential and commercial areas by slowing down vehicles and reducing traffic volumes. Many communities utilize traffic calming measures to reduce the frequency and severity of crashes, promote safe and pleasant conditions for pedestrians and cyclists, and discourage the use of residential streets as shortcuts.

The absence of a formal policy creates uncertainty and inconsistency in addressing citizen concerns and implementing traffic calming measures effectively.

Recommendation:
Adopt the North Miami Beach Traffic Calming Policy to address resident concerns and enhance overall street safety and livability within our community.

RESOLUTION NO. R2025-96

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ADOPTING TRAFFIC CALMING MEASURES MANUAL FOR SPEED AND TRAFFIC CONTROL; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS neighborhood traffic calming programs are an effective way for residents to address concerns related to vehicle speed and traffic volumes on residential streets; and

WHEREAS the City has determined that adopting a standardized traffic calming policy providing a process for identifying and addressing concerns related to speeding and traffic volume would be in the best interests of City residents;

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

Section 1. The aforementioned recitals are true and correct.

Section 2. The City hereby adopts the Traffic Calming Measures Manual in substantially the form attached hereto as Exhibit A.

Section 3. Any scrivener or typographical errors that do not affect intent may be corrected with notice to, and the authorization of the City Attorney and Interim City Manager without further process.

Section 4. 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 5. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **15th day of July 2025**.

ATTEST:

ANDRISE BERNARD, MMC	MICHAEL JOSEPH
CITY CLERK	MAYOR

(CITY SEAL)

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

GREENSPOON MARDER LLP

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

INTERGOVERNMENTAL AGENCY AGREEMENT TO PERFORM TRAFFIC ENGINEERING FUNCTIONS

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO PERFORM TRAFFIC ENGINEERING FUNCTIONS ("Agreement") is made and entered into this 8th day of July, 2022, by and between the CITY OF NORTH MIAMI BEACH (the "CITY"), a municipal corporation of the State of Florida, and MIAMI-DADE COUNTY (the "COUNTY"), a political subdivision of the State of Florida.

WHEREAS, pursuant to Sections 2-95 and 2-96.1 of the Miami-Dade County Code, all traffic control and traffic engineering services in Miami-Dade County are under the exclusive jurisdiction of the County; and

WHEREAS, the City, by Resolution No. 2021-92, attached hereto as Exhibit "A" and by reference made a part hereof, has authorized the execution of this Agreement; and

WHEREAS, the City desires to assume responsibilities of certain traffic engineering functions pertaining to its local municipal streets only and has requested the COUNTY to allow it to perform the function of conducting engineering studies for the feasibility of traffic calming devices and installing traffic calming; and

WHEREAS, the CITY has the ability to plan, design, and perform construction inspection of Transportation Projects within its Public Works Department and has represented to the COUNTY that it is capable, equipped, and qualified to perform the duties and functions requested herein; and

WHEREAS, the COUNTY and the CITY agree that nothing contained in this Agreement shall diminish or impact the rights of either entity or constitute an admission with respect to jurisdiction, sovereign or permitting powers, or in any other matter related to the installation, use and maintenance of the traffic control devices unless specifically set forth herein, including but not limited to any County powers under the Miami-Dade County Code,

NOW, THEREFORE, THE CITY AND THE COUNTY AGREE AS FOLLOWS:

Section 1. Recitals Adopted. That the above-stated recitals are incorporated herein by reference and confirmed.

Section 2. Traffic Control Devices. The CITY may install and maintain the following designated types of traffic calming devices, and/or signs (collectively the "Traffic Calming Devices") and only on those local municipal streets operated and maintained by the CITY within its boundaries, and not less than 250 feet from existing traffic signals, County roadways, State roadways and the boundaries of the City limits; or within school zones, or adjacent to bicycle facilities or hospitals:

a) Traffic Circles

b) Speed Humps

c) In-Street Pedestrian Crossing Signs

d) Raised Intersections

Section 3. Installation. Any such Traffic Calming Devices may be installed on local municipal streets only after an appropriate traffic engineering study has been performed and signed and sealed by a Florida licensed professional engineer, and has received written approval by the City Manager or his/her designee. A copy of such traffic study must be submitted to the Department of Transportation and Public Works ("DTPW").

Any such Traffic Calming Devices may be installed on local municipal streets only after sealed and signed design plans have been reviewed and received written approval by the CITY, through its City Manager or his/her designee. Provided that such design plans utilize the standard County design attached as Exhibit "B", no additional review or approval by the County shall be required before installation. To the extent that design plans deviate from the standard design attached as Exhibit "B", such plans shall be submitted to the County for its review and written approval. A copy of such design plans must be submitted to the applicable Department of the COUNTY.

Section 4. Decals. The CITY shall attach a decal to the back of the sign panels indicating ownership and date of installation.

Section 5. Standards. All Traffic Control Devices installed by the City in accordance with this Agreement shall conform to the applicable requirements established by the following publications including latest revisions:

a. Florida Department of Transportation's Standard Specifications for Road and Bridge Construction;

b. Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation Federal Highway Administration

c. Standard Highway Signs, U.S. Department of Transportation, Federal Highway Administration; and

d. Miami-Dade County Public Works Manual (available from the Public Works and Waste Management Department, Reproduction Services, 111 NW 1st Street, Suite 1604, Miami, FL 33128).

e. A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO).

f. Roundabouts: An Informational Guide, Federal Highway Administration, U.S. Department of Transportation.

g. Florida Roundabout Guide, Florida Department of Transportation.

h. Miami-Dade County Traffic Flow Modification(s)/Street Closure Procedure, Revised January, 2009, or any other comparative criteria available to municipalities which have been approved by the County, with the decision to elect one option or the other to be determined at the City's discretion.

i. Florida Greenbook (Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways)

Section 6. Maintenance Responsibility. The CITY assumes sole and complete responsibility for the maintenance of Traffic Control Devices that are installed by the CITY within its boundaries, including the Traffic Control Devices installed by the CITY prior to this agreement; such devices include but are not limited to those described in Exhibit "C". The CITY shall be responsible for the aesthetics of all installed Traffic Control Devices (e.g. peeling, graffiti, flyers, stickers, etc.). If the City fails to maintain the Traffic Control Devices, then it shall be responsible for any and all costs incurred by the County to replace them or remove them.

Section 7. Liability and Indemnification. The CITY assumes sole and complete liability for any and all accidents and/or injuries which may, or are alleged to, occur or arise out of the installation, operation or maintenance of Traffic Control Devices, and hereby indemnifies to the extent allowed by Section 768.28, Florida Statutes, and holds the COUNTY harmless from any and all claims, including but not limited to negligence arising out of or relating to installation, operation, or maintenance of the signs.

Section 8. No Waiver of Sovereign Immunity. Notwithstanding any other term in this Agreement, nothing herein shall be deemed a waiver of the CITY or the COUNTY's immunity, sovereign rights, or limitations of liability as provided by Section 768.28, Florida Statutes, as may be amended from time to time.

Section 9. Public Records. The CITY shall be responsible for keeping records of any and all installations and repairs, and for furnishing pertinent documents as and when said records may be requested. The Parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes

Section 10. Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their

contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

Section 11. Ambiguities. The preparation of this Agreement has been a joint effort of the Parties hereto and both Parties have had the benefit of consultation with legal counsel of their choosing prior to its execution. The resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

Section 12. Entirety. This Agreement embodies the entire agreement between the Parties with respect to the matters addressed herein. Previous agreements and understandings of the Parties with respect to such matters are null, void, and of no effect. Notwithstanding any other provision contained herein, no third party beneficiaries are created with respect to any claims against the County by virtue of this Agreement.

Section 13. Amendments. This Agreement may be amended, modified, or altered, and its material provisions may be waived, only by written instrument, and only if properly executed by all parties hereto.

Section 14. Effective Date. That this Agreement shall become effective on the date first written above after such Agreement is fully executed by all parties hereto.

Section 15. Termination. Either the City or the County may, in their respective sole and complete discretion, terminate this Agreement, with or without cause and/or convenience of the terminating party, upon twenty (20) business days written notice; provided, however, that at the option of the County, the City shall continue to maintain, repair, and be responsible for any Traffic Control Devices installed by the City while this Agreement was in effect. Prior to the termination of this Agreement, however, the City may elect to remove any one or all Traffic Control Devices installed by the City; provided the City shall restore the roadway and area in which the Traffic Control Devices was located to the condition that existed before the City's installation.

Section 16. Execution. This Agreement may be executed in one or more hard or electronic counterparts, which, when taken together, shall constitute one fully executed instrument.

Section 17. Notice. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (e.g., Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. The method of delivery shall be consistent among all of the persons listed herein. For the present, the Parties designate the following as the respective places for notice purposes:

a. **For the County:** Miami-Dade Department of Transportation and Public Works, Attn: Director, 111 NW 1st Street, Suite 1510, Miami, FL 33128

b. **With a Copy To:** Miami-Dade County Attorney's Office, 111 NW 1st Street, Suite 2810, Miami, FL 33128

c. **For the City:** CITY OF NORTH MIAMI BEACH, Attn: City Manager, 17011 NE, 19TH Avenue, North Miami Beach, FL 33162

d. **With a Copy To:** City Attorney

IN WITNESS WHEREOF, the City and the County have set their hands the day and year above written.

ATTEST:

HARVEY RUVIN, CLERK

BY: _____
COUNTY DEPUTY CLERK

MIAMI-DADE COUNTY

BY: _____
Office of the Mayor, Chief Jimmy Morales

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
MIAMI-DADE COUNTY ATTORNEY'S OFFICE

ATTEST:

BY: _____
CITY CLERK 4/14/2022

CITY OF NORTH MIAMI BEACH

BY: _____
CITY MANAGER

APPROVED AS TO FORM, AND LEGAL SUFFICIENCY:

BY: _____ 4/11/22
CITY ATTORNEY

EXHIBIT "A"

RESOLUTION NO. 2021-92

EXHIBIT "B"

STANDARD DESIGNS

EXHIBIT "C"

EXISTING TRAFFIC CALMING DEVICES WITHIN THE CITY

EXHIBIT "A"

RESOLUTION NO. 2021-92

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN INTERGOVERNMENTAL AGENCY AGREEMENT WITH MIAMI-DADE COUNTY IN SUBSTANTIALLY THE SAME FORM AS EXHIBIT "A" ATTACHED HERETO TO PERFORM TRAFFIC ENGINEERING FUNCTIONS TO PERMIT TRAFFIC CALMING DEVICES ON LOCAL STREETS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Sections 2-95 and 2-96.1 of the Miami-Dade County Code, all traffic control and traffic engineering services in Miami-Dade County ("COUNTY") are under the exclusive jurisdiction of the COUNTY; and

WHEREAS, the City desires to assume responsibilities of certain traffic engineering functions pertaining to its local municipal streets only and has requested the COUNTY to allow it to perform the function of conducting engineering studies for the feasibility of traffic calming devices and installing traffic calming devices; and

WHEREAS, the City has the ability to plan, design, and perform construction inspection of Transportation Projects within its Public Works Department and has represented to the COUNTY that it is capable, equipped, and qualified to perform the duties and functions requested herein; and

WHEREAS, the Mayor and City Commission of the City of North Miami Beach deem it in the best interest of the citizens and residents of the City to enter into an Intergovernmental Agency Agreement with Miami-Dade County to perform traffic engineering functions to permit the installation of traffic calming devices on local streets.

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

Section 1. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. The Mayor and City Commission of the City of North Miami Beach hereby approve the Intergovernmental Agency Agreement between Miami-Dade County and the City of North Miami Beach in substantially the same form attached hereto and incorporated herein as Exhibit "A" to perform traffic engineering functions to permit traffic calming devices on local streets.

Section 3. The City Manager or designee is hereby authorized to execute an Intergovernmental Agency Agreement with Miami-Dade County to perform traffic engineering functions to permit the installation of traffic calming devices on local streets.

Section 4. This Resolution shall become effective immediately upon approval.

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **21st day of September 2021.**

ATTEST:

ANDRISE BERNARD, CMC
CITY CLERK

(CITY SEAL)

ANTHONY F. DELLIPO
MAYOR

APPROVED AS TO FORM,
LANGUAGE AND FOR EXECUTION

HANS OTTINOT
INTERIM CITY ATTORNEY

Sponsored by: Mayor and City Commission

RESOLUTION NO. R2021-92

EXHIBIT "A"

INTERGOVERNMENTAL AGENCY AGREEMENT TO PERFORM TRAFFIC ENGINEERING FUNCTIONS

THIS INTERGOVERNMENTAL AGENCY AGREEMENT TO PERFORM TRAFFIC ENGINEERING FUNCTIONS ("Agreement") is made and entered into this___day of _____, 2021, by and between the CITY OF NORTH MIAMI BEACH (the "CITY"), a municipal corporation of the State of Florida, and MIAMI-DADE COUNTY (the "COUNTY"), a political subdivision of the State of Florida.

WHEREAS, pursuant to Sections 2-95 and 2-96.1 of the Miami-Dade County Code, all traffic control and traffic engineering services in Miami-Dade County are under the exclusive jurisdiction of the County; and

WHEREAS, the City desires to assume responsibilities of certain traffic engineering functions pertaining to its local municipal streets only and has requested the COUNTY to allow it to perform the function of conducting engineering studies for the feasibility of traffic calming devices and installing traffic calming; and

WHEREAS, the CITY has the ability to plan, design, and perform construction inspection of Transportation Projects within its Public Works Department and has represented to the COUNTY that it is capable, equipped, and qualified to perform the duties and functions requested herein; and

WHEREAS, the COUNTY and the CITY agree that nothing contained in this Agreement shall diminish or impact the rights of either entity or constitute an admission with respect to jurisdiction, sovereign or permitting powers, or in any other matter related to the installation, use and maintenance of the traffic control devices unless specifically set forth herein, including but not limited to any County powers under the Miami-Dade County Code,

NOW, THEREFORE, THE CITY AND THE COUNTY AGREE AS FOLLOWS:

Section 1. Recitals Adopted. That the above-stated recitals are incorporated herein by reference and confirmed.

Section 2. Traffic Control Devices. The CITY may install and maintain the following designated types of traffic calming devices, and/or signs (collectively the "Traffic Calming Devices") and only on those local municipal streets operated and maintained by the CITY within its boundaries, and not less than 250 feet from existing traffic signals, County roadways, State roadways and the boundaries of the City limits; or within school zones, or adjacent to bicycle facilities or hospitals:

a) Traffic Circles

b) Speed Humps

c) In-Street Pedestrian Crossing Signs

d) Raised Intersections

Section 3. Installation. Any such Traffic Calming Devices may be installed on local municipal streets only after an appropriate traffic engineering study has been performed and signed and sealed by a Florida licensed professional engineer, and has received written approval by the City Manager or his/her designee. A copy of such traffic study must be submitted to the Department of Transportation and Public Works ("DTPW").

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Section 5. Standards. All Traffic Control Devices installed by the City in accordance with this Agreement shall conform to the applicable requirements established by the following publications including latest revisions:

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b. Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation Federal Highway Administration

c. Standard Highway Signs, U.S. Department of Transportation, Federal Highway Administration; and

d. Miami-Dade County Public Works Manual (available from the Public Works and Waste Management Department, Reproduction Services, 111 NW 1st Street, Suite 1604, Miami, FL 33128).

e. A Policy on Geometric Design of Highways and Streets, American Association of State Highway and Transportation Officials (AASHTO).

f. Roundabouts: An Informational Guide, Federal Highway Administration, U.S. Department of Transportation.

g. Florida Roundabout Guide, Florida Department of Transportation.

h. Miami-Dade County Traffic Flow Modification(s)/Street Closure Procedure, Revised January, 2009, or any other comparative criteria available to municipalities which have

been approved by the County, with the decision to elect one option or the other to be determined at the City's discretion.

i. Florida Greenbook (Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways)

Section 6. Maintenance Responsibility. The CITY assumes sole and complete responsibility for the maintenance of Traffic Control Devices that are installed by the CITY within its boundaries, including the Traffic Control Devices installed by the CITY prior to this agreement; such devices include but are not limited to those described in Exhibit "B". The CITY shall be responsible for the aesthetics of all installed Traffic Control Devices (e.g. peeling, graffiti, flyers, stickers, etc.). If the CITY fails to maintain the Traffic Control Devices, then it shall be responsible for any and all costs incurred by the County to replace them or remove them.

Section 7. Liability and Indemnification. The CITY assumes sole and complete liability for any and all accidents and/or injuries which may, or are alleged to, occur or arise out of the installation, operation or maintenance of Traffic Control Devices, and hereby indemnifies to the extent allowed by Section 768.28, Florida Statutes, and holds the COUNTY harmless from any and all claims, including but not limited to negligence arising out of or relating to installation, operation, or maintenance of the signs.

Section 8. No Waiver of Sovereign Immunity. Notwithstanding any other term in this Agreement, nothing herein shall be deemed a waiver of the CITY or the COUNTY's immunity, sovereign rights, or limitations of liability as provided by Section 768.28, Florida Statutes, as may be amended from time to time.

Section 9. Public Records. The CITY shall be responsible for keeping records of any and all installations and repairs, and for furnishing pertinent documents as and when said records may be requested. The Parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes

Section 10. Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

Section 11. Ambiguities. The preparation of this Agreement has been a joint effort of the Parties hereto and both Parties have had the benefit of consultation with legal counsel of their choosing prior to its execution. The resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

Section 12. Entirety. This Agreement embodies the entire agreement between the Parties with respect to the matters addressed herein. Previous agreements and understandings of the Parties

with respect to such matters are null, void, and of no effect. Notwithstanding any other provision contained herein, no third party beneficiaries are created with respect to any claims against the County by virtue of this Agreement.

Section 13. Amendments. This Agreement may be amended, modified, or altered, and its material provisions may be waived, only by written instrument, and only if properly executed by all parties hereto.

Section 14. Effective Date. That this Agreement shall become effective on the date first written above after such Agreement is fully executed by all parties hereto.

Section 15. Termination. Either the City or the County may, in their respective sole and complete discretion, terminate this Agreement, with or without cause and/or convenience of the terminating party, upon twenty (20) business days written notice; provided, however, that at the option of the County, the City shall continue to maintain, repair, and be responsible for any Traffic Control Devices installed by the City while this Agreement was in effect. Prior to the termination of this Agreement, however, the City may elect to remove any one or all Traffic Control Devices installed by the City; provided the City shall restore the roadway and area in which the Traffic Control Devices was located to the condition that existed before the City's installation.

Section 16. Execution. This Agreement may be executed in one or more hard or electronic counterparts, which, when taken together, shall constitute one fully executed instrument.

Section 17. Notice. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (e.g., Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. The method of delivery shall be consistent among all of the persons listed herein. For the present, the Parties designate the following as the respective places for notice purposes:

a. **For the County:** Miami-Dade Department of Transportation and Public Works, Attn: Director, 111 NW 1st Street, Suite 1510, Miami, FL 33128
b. **With a Copy To:** Miami-Dade County Attorney's Office, 111 NW 1st Street, Suite 2910, Miami, FL 33128
c. **For the City:** CITY OF NORTH MIAMI BEACH, Attn: City Manager, 17011 NE 19TH Avenue, North Miami Beach, FL 33162
d. **With a Copy To:** City Attorney

IN WITNESS WHEREOF, the City and the County have set their hands the day and year above written.

ATTEST:

MIAMI-DADE COUNTY

HARVEY RUVIN, CLERK

BY: _____
COUNTY MAYOR OR DESIGNEE

BY: _____
COUNTY DEPUTY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
MIAMI-DADE COUNTY ATTORNEY'S OFFICE

ATTEST:

CITY OF NORTH MIAMI BEACH

BY: Andrise Bernard
CITY CLERK 4/14/2022

BY: _____
CITY MANAGER

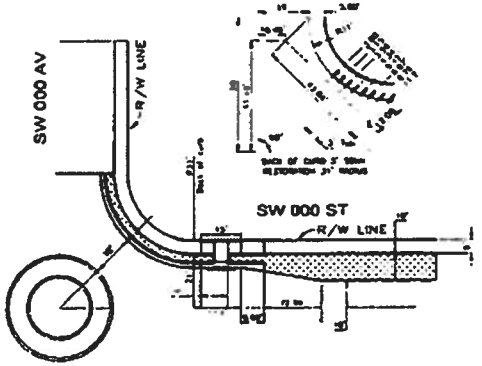
APPROVED AS TO FORM, AND LEGAL SUFFICIENCY:

BY: _____
CITY ATTORNEY

EXHIBIT "B"

Standard Design For:

- Traffic Circles
- Speed Humps
- Speed Cushions
- In-Street Pedestrian crossing Signs
- Raised Intersections



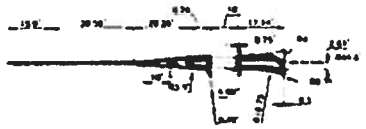
TYPE 'B' MEDIAN CURB

TYPE 'D' MEDIAN CURB

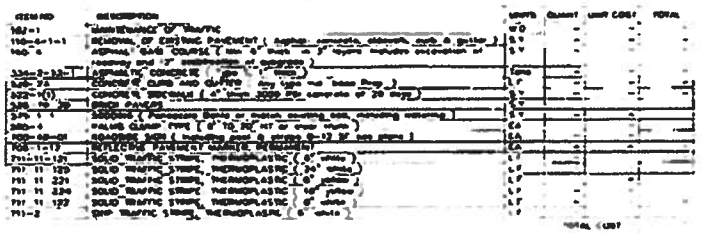
TYPE 'F' CURB & GUTTER

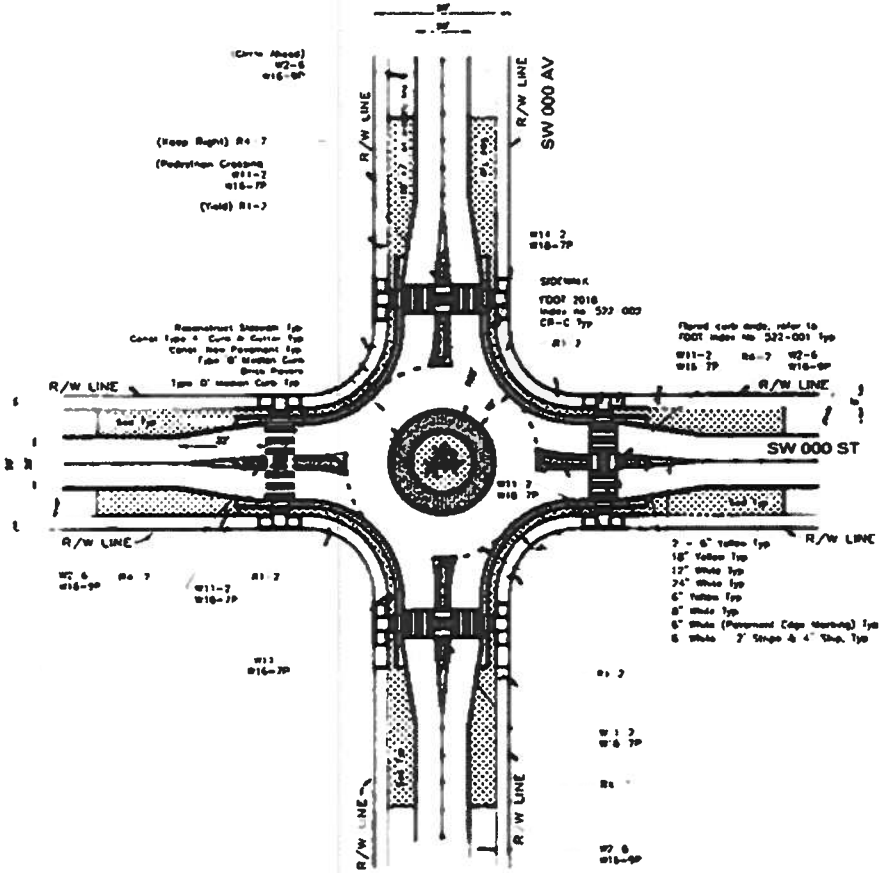
See Miami Dade County Public Works Manual, Standard Road Details: Curbing R 14.1 to R 14.6

TYPICAL



NOTE: TYPICAL PER FHWA ROUNDABOUT GUIDELINE. MINIMUM BUFFER BETWEEN BACK OF CURB AND FRONT OF SIDEWALK TO BE 2'.





TRAFFIC ENGINEERING CHECK OFF BOX			

DTPW

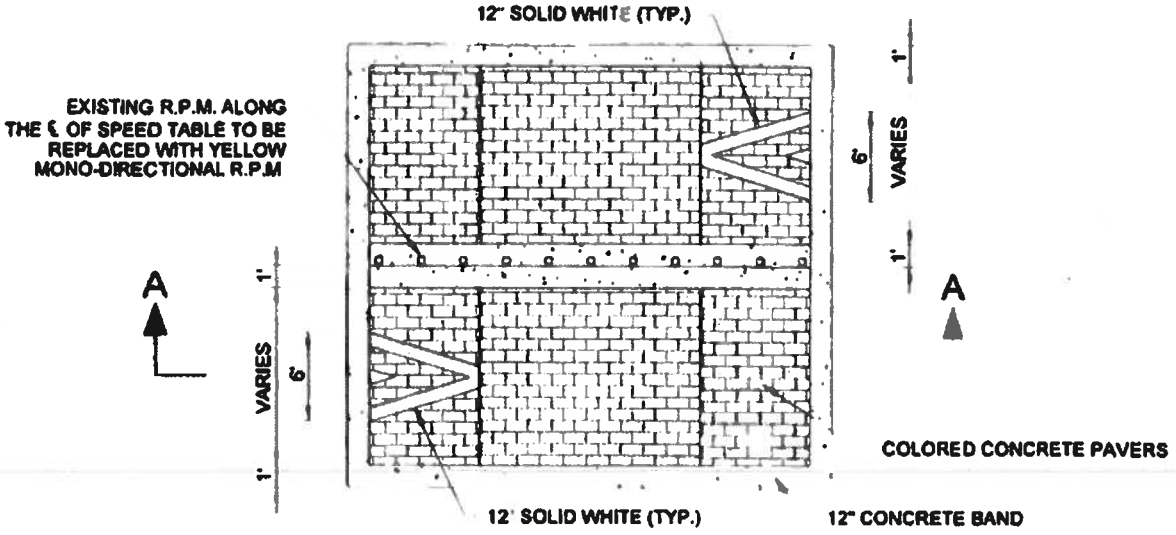
MIAMI-DADE COUNTY
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
TRAFFIC ENGINEERING DIVISION

PROJECT No | SHEET 1 OF 1

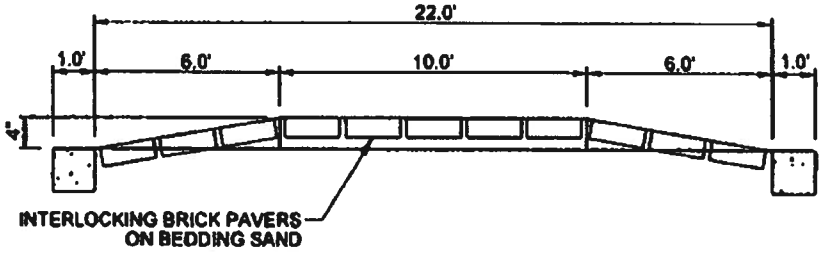
REV	DATE	DESCRIPTION	DESIGN

CIRCLE 50'-50'RW

DESIGN | DATE 03/28/18

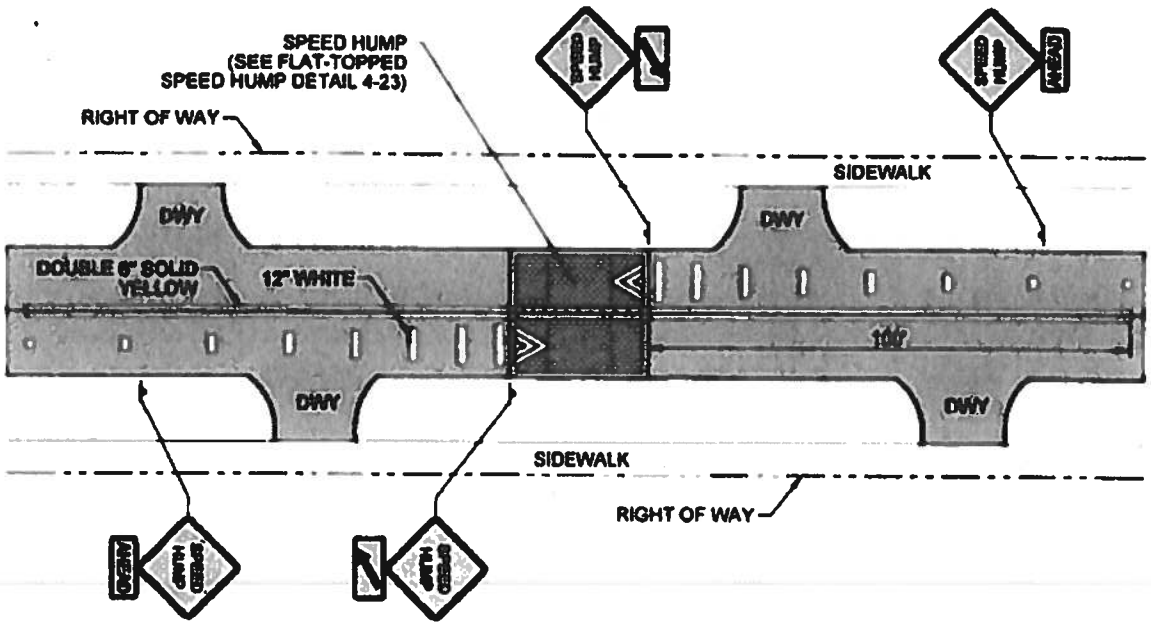


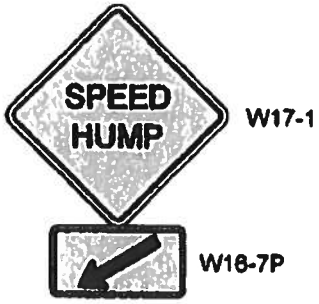
FLAT-TOPPED SPEED HUMP DETAIL



SECTION A-A

APPROVED:	DEPT. OF PUBLIC WORKS	FLAT-TOPPED SPEED HUMP	4-23
REVISED: SEP 2018	ENGINEERING DIVISION		
SCALE: N.T.S.	STANDARD DETAILS		Page: 81





W17-1

W16-7P

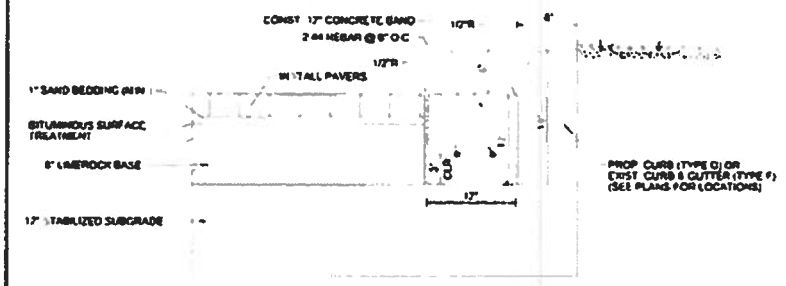
W17-1

W16-9P

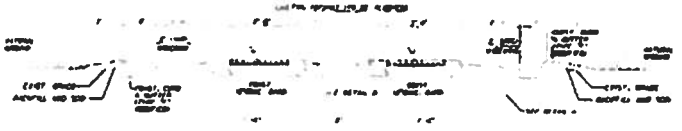
NOTES:

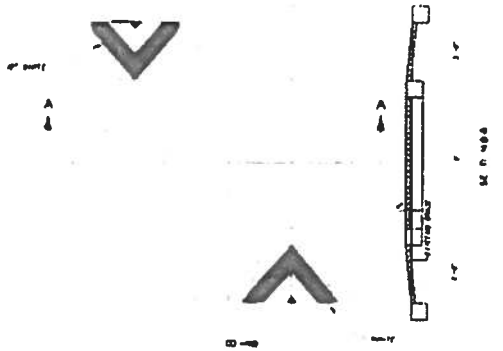
- SPEED HUMPS SHALL NOT BE INSTALLED LESS THAN 250 FEET FROM EXISTING TRAFFIC SIGNALS COUNTY ROADWAYS, STATE ROADWAYS AND THE BOUNDARIES OF THE CITY LIMITS OR WITHIN SCHOOL ZONES, OR ADJACENT TO BICYCLE FACILITIES OR HOSPITALS.
- INSTALLATION OF ADVANCED WARNING SIGNS (W17-1 W16-7P), IN A SEGMENT OF MORE THAN ONE BLOCK, WILL BE LIMITED TO THE BEGINNING AND END OF THE SEGMENT.
- THE STREET MUST BE A LOCAL RESIDENTIAL STREET OPERATED AND MAINTAINED BY THE CITY WITHIN ITS BOUNDARIES.
- THE STREET SHALL NOT HAVE MORE THAN ONE TRAFFIC LANE IN EACH DIRECTION
- THE STREET IS POSTED AT OR HAS A SPEED LIMIT OF 30 MPH OR LESS.
- SPEED HUMPS WILL NOT BE CONSIDERED WITHIN 50 FEET OF AN INTERSECTION IN FRONT OF A DRIVEWAY, WITHIN AN INTERSECTION OR ADJACENT TO FIRE HYDRANTS.
- THE STREET SHOULD NOT BE LOCATED ALONG AN EMERGENCY RESPONSE ROUTE, REGIONAL TRANSIT OR SCHOOL BUS ROUTE.

APPROVED: REVISED: SEP 2018 SCALE: N.T.S.	DEPT. OF PUBLIC WORKS ENGINEERING DIVISION STANDARD DETAILS	SPEED HUMP SIGNAGE	4-24 Page: 82

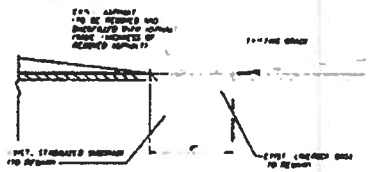


CONCRETE PAVER AND BANDING DETAIL AT INTERSECTIONS





FLAT-TOPPED SPEED CUSHION

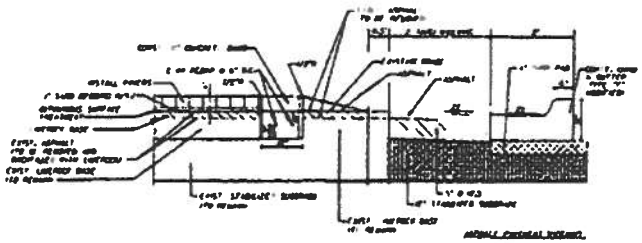


DETAIL B

A COLORED CONCRETE PAVERS
- MANUFACTURER: GEM PAVER SYSTEMS, INC.
- STYLE: OLD MIAMI
- COLOR: TAN / CHARCOAL
- SIZE: 6" x 9" & 6" x 6" & 6" x 4"
- THICKNESS: 2"

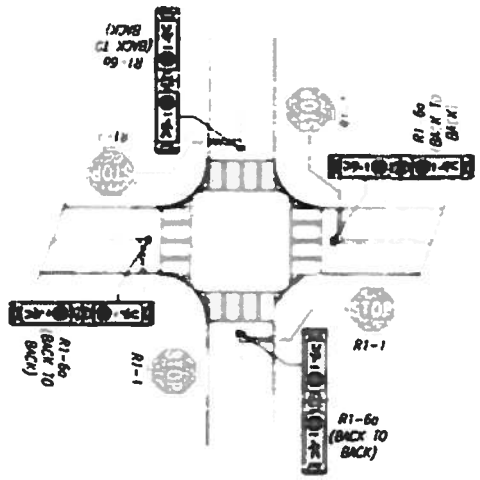
B 12" CONCRETE BANDING
- UNCOLORED
- MEDIUM BROOM FINISHED

NOTES:
1. COLOR SAMPLES AND SPECIFICATIONS OF THE PAVERS SHALL BE SUBMITTED TO THE CITY OF CORAL GABLES FOR APPROVAL PRIOR TO INSTALLATION.
2. ALL CONCRETE SHALL BE CORAL GABLES BEIGE #3

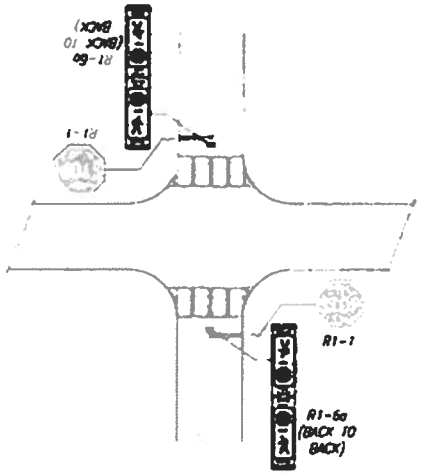


DETAIL A

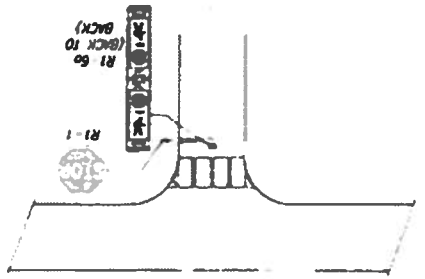
DAVID PLUMMER & ASSOCIATES, INC.		SPEED CUSHION	TYPICAL SECTIONS AND DETAILS



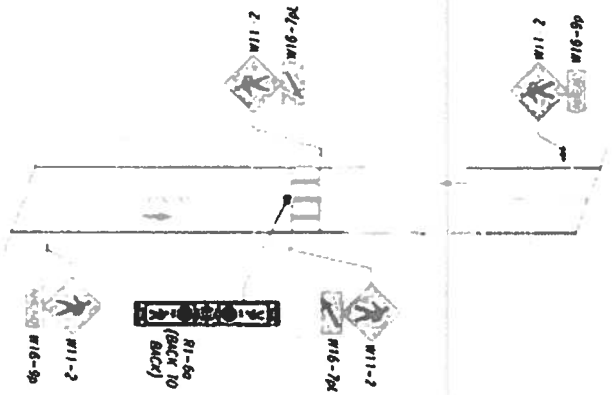
FOUR LEG INTERSECTION
4-WAY STOP



FOUR LEG INTERSECTION
2-WAY STOP



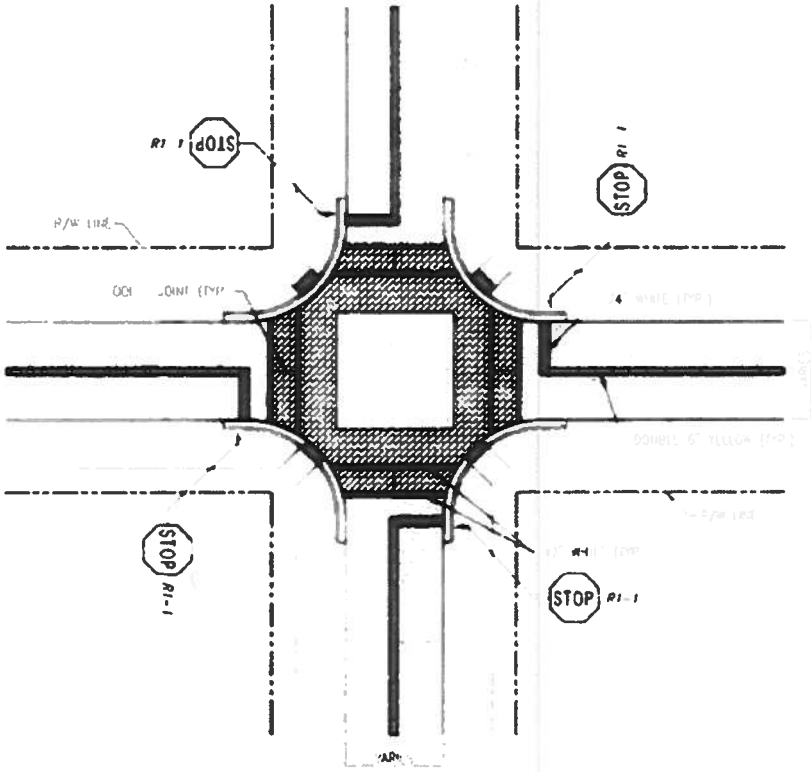
T-INTERSECTION
ONE-WAY STOP



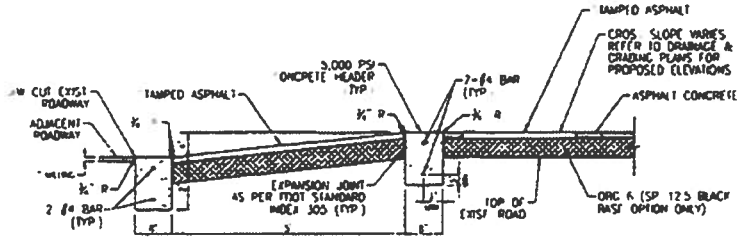
MID-BLOCK CROSSWALK
WITH WARNING SIGNING

IN STREET PEDESTRIAN CROSSING SIGNS

DRAW	CHECK	APPR
C.M.	Y.S.	Y.S.
SCALE	DATE	
1"=30'	08-29-2017	



RAISED INTERSECTION DETAIL
SCALE 1"=20



RAISED INTERSECTION DETAIL
SCALE 1"=30'

NOTE.

1. A RAISED INTERSECTION TYPICAL INSTALLATION IS AT A SIGNAL CONTROLLED OR ALL WAY STOP CONTROLLED INTERSECTION

Raised Intersection	DRAW	CHECK	APPR
	C.M.	J.K.	J.K.
	SCALE	DATE	
	AS NOTED	09-11-2018	

EXHIBIT "C"

TRAFFIC CALMING INSTALLATIONS

Uleta

• 16900 NE 4 Ave	Speed Bump
• 386 NE 169 ST	Speed Bump

Pan Uleta

• NE 170 ST & NE 6 CT	Traffic Circle

South Glades Bike Path

• 18140 S GLADES DR.	Speed Bump
• NE 180 TER & S GLADES DR.	Traffic Circle
• NE 179 ST & S GLADES DR.	Speed Bump
• NE 177 TER & S GLADES DR	Speed Bump

Sky Lake

• 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

Highland Village

• 13674 HIGHLAND DR.	Speed Bump
• 13621 HIGHLAND DR.	Speed Bump
• 2170 NE 135 TER.	Speed Bump
• 2201 NE 136 ST.	Speed Bump
• Highland DR. & NE 137 ST.	Traffic Circle

City of North Miami Beach
Traffic Calming Manual

Date: 06/13/2025

Table of Contents

I. INTRODUCTION 1

II. GOALS AND OBJECTIVES 2

III. METHODOLOGY 2

1. TRAFFIC CALMING POLICIES 2
2. TRAFFIC CALMING TECHNIQUES 4
3. HOW TO GET A TRAFFIC CALMING PROJECT IN YOUR NEIGHBORHOOD 5

IV. PROCESSES AND PROCEDURES 6

1. COMPLETE AND SUBMIT PROJECT APPLICATION 7
2. EVALUATE APPLICATION 7
3. USE OF CRASH DATA IN TRAFFIC EVALUATION SYSTEM 10
4. USE OF SPEED CITATION DATA TO INFORM TRAFFIC CALMING STRATEGY 12
5. CHECK FOR CONSISTENCY WITH CITY AND TRANSPORATION PLANNING ORGANIZATION (TPO) PLANS AND PROGRAMS 15
6. SUBMIT TRAFFIC ENGINEERING STUDY AND DATA COLLECTED TO COUNTY PUBLIC WORKS DEPARTMENT 15
7. PREPARE THE DRAFT TRAFFIC CALMING PLAN 16
8. SUBMIT PLAN FOR APPROVAL 16
9. CONDUCT NEIGHBORHOOD WORKSHOP 17
10. BALLOTING PROCEDURES 17
11. RESIDENTS APPROVAL 17
12. PRIORITIZE AND IMPLEMENT PROTECT 18

V. CRITERIA AND STANDARDS 19

1. CRITERIA FOR PILOT TRAFFIC CALMING PROJECTS 19
2. LEVELS AND IMPLEMENTATION 20
3. STANDARDS FOR TRAFFIC CALMING MEASURES 21
4. TEMPORARY VS PERMANENT INSTALLATIONS 23
5. GUIDANCE ON TEMPORARY INSTALLATIONS 23
6. COMMUNITY ENGAGEMENT IN TRAFFIC CALMING 23

VI. SAFETY ACTION PLAN 24
VII. SUMMARY 25
VIII. APPENDIX A: References 26
IX. APPENDIX B: Jurisdictional Street Maintenance Map 27
X. APPENDIX C: Federal Functional Classification 28
XI. APPENDIX D: Petition for Traffic Calming 29
XII. APPENDIX E: Traffic Calming Evaluation Worksheet 31
XIII. APPENDIX F: Resident Survey 32
XIV. APPENDIX G: Schematics 34
1. SIGNAGE AND PAVEMENT MARKINGS 34
2. REFLECTIVE MATERIALS FOR NIGHTTIME VISIBILITY 38
XV. APPENDIX H: Traffic Calming Measures and Performance Evaluation 39
1. SUMMARY OF TRAFFIC CALMING DEVICES CHARACTERISTICS 39
2. DESCRIPTION OF MEASURES 45
3. APPLICABILITY AND ACCEPTABILITY CRITERIA 47

I. INTRODUCTION

Traffic calming involves changes in street alignment, installation of barriers, and other physical measures to reduce traffic speeds and/or cut-through volumes, in the interest of street safety, livability, and other public purposes.

The City of North Miami Beach, through the Department of Public Works has developed the City of North Miami Beach Traffic Calming Manual (the Manual) to address traffic concerns in the local and residential streets in order to preserve and maintain the particular characteristics of its neighborhoods.

The growth of North Miami Beach has increased the traffic using the local network, thus impacting the local and residential streets. Speeding and cut-through traffic often occur through residential neighborhoods affecting livability and safety. The Traffic Calming Manual has been conceived as a tool to address these issues.

As a guideline to implement traffic calming measures, the Manual provides the process and procedures to study a problematic local street and/or area within the City's boundaries. State and County roads are not eligible for City consideration of traffic calming measures.

Based on the research of different traffic calming practices within the United States (see Appendix A), the Street Closure/Traffic Flow Modification Study, and the results of traffic counts performed on several streets in North Miami Beach, specific thresholds were developed to implement traffic calming measures according to the City's unique characteristics.

The Manual also provides guidelines for the installation of different traffic calming measures that may be used in a traffic calming project, analyzing the effects on speed and volume each would have, as well as their preliminary costs.

City staff and residents will identify traffic problems in their neighborhoods and will create a traffic-calming project with solutions that are acceptable and appropriate.

The methodology and procedure documented in this manual are implemented and revised as needed to fit in the City of North Miami Beach.

II. GOALS AND OBJECTIVES

Traffic calming is the application of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior, and improve conditions for pedestrians and bicyclists. Traffic calming may be a component of a neighborhood traffic plan.

Goal:
Ensure the development of a safe, efficient, and integrated transportation system in the City of North Miami Beach that promotes neighborhood livability using adequate technical planning and traffic engineering practices.

Objectives:
The main objectives of traffic calming include:

- Restoration of communities affected by speeding traffic.
- Discouragement of the use of local residential streets by heavy vehicles and cut-through traffic.
- Improvement of the quality of life a street may afford in a neighborhood.
- Improvement of roadway safety and reduction of accidents.
- Improvement in safety and convenience specifically for vulnerable road users, such as bicyclists and pedestrians.
- Changes to the attitude of many drivers toward speed and tangible demonstration that streets are for people as well as for traffic.
- Reduction in noise and disturbance.

III. METHODOLOGY

1. TRAFFIC CALMING POLICIES

This Manual applies only to local and residential streets maintained by the City of North Miami Beach. State and County roads are not eligible for traffic calming measures under City authority. A jurisdictional boundary map identifying City-maintained and County-maintained streets is provided in Appendix B. Residents are encouraged to refer to this map or contact the City's Public Works Department to verify eligibility for traffic calming on their street.

Specific points to consider in the design of traffic calming measures include:

- Streets that are classified as arterial or higher shall not be considered under these traffic calming guidelines. A map showing the streets classified as arterials in the City is included in Appendix C of this document. These road classifications are intended to be the primary means by which traffic travels in our community. However, a properly sized roundabout, where appropriate as capacity treatment

and where physical space is available, may be usable in lieu of a traffic signal and they provide calming as a corollary effect.

- For collector streets, pedestrian refuge islands, roundabouts and entrance treatments (especially an entrance to a neighborhood) are some options to try as traffic calming measures for these types of streets.
- If the request affects local streets within the City, then the City will coordinate the review with agencies potentially/affected by the traffic flow modification(s)/street closure(s), which may include, but not be limited to the following entities:
    - Miami-Dade County Fire & Rescue (MDFR).
    - City of North Miami Beach Police Department.
    - Miami-Dade County Police Department (MDPD).
    - City of North Miami Beach Planning and Zoning Department.
    - Miami-Dade County Public Schools (MDCPS).
    - Florida Department of Transportation (FDOT).
    - Miami-Dade County Department of Transportation and Public Works.

These reviews shall be relevant to the agency reviewing the proposed traffic flow modification(s)/street closures(s). The scope of the traffic review shall be determined on a case-by-case basis by Miami-Dade County DTPW.

The City representative shall review all comments brought forth by the aforementioned entities. The City under the following conditions shall deny the application for traffic flow modification(s)/street closure(s):

Comments made by any entity revealed concerns that cannot be resolved.
The proposed locations for extenuating circumstances do not meet all criteria outlined under this process or applicable State laws.

- Emergency vehicles access must be preserved. Fire and Police Departments are involved from the beginning.
- The cut-through traffic should be routed back to collector and arterial roadways.
- The City's Public Works Department shall look at the redistribution of traffic in adjacent streets. The impacts on adjacent streets and arterials shall be measured, so that unintended or adverse shifts in traffic do not occur.
- Bicyclist and pedestrian access must be accommodated. Provision for pedestrians and bicyclists should be of a high quality to promote the shift from the private car to more sustainable modes of transport. Adequate widths and carefully considered routes and priorities coupled with arrangements to make access for disabled people as easy as possible are required.
- The City Public Works Department may recommend employing different traffic calming devices according to the neighborhood's characteristics. Final decision will depend on consensus with the community and the Miami-Dade County

Department of Transportation and Public Works.

2. TRAFFIC CALMING TECHNIQUES

PHYSICAL: In general, wider roads encourage higher automobile speeds. Many traffic-calming techniques are therefore designed to physically change the width of the street. If motorists can see far into the distance, their speed may increase. The interruptions of sight lines through changes in the road's direction or breaking the road into smaller visual units using techniques such as chicanes and roundabouts, cause the drivers to slow down.

PSYCHOLOGICAL: Traffic calming may also be achieved by changing the psychological feel of the street. Streets using different surface types, vertical landscaping or narrowed lanes create the appropriate space for a relaxed, pedestrian- friendly atmosphere. These psychological changes give motorist cues that they are no longer on a major roadway but are in a different environment that is shared with people. There is an extensive menu of treatments that may be part of a traffic calming strategy. Such treatments include:

- **Deflecting Paths**: Deflecting the vehicle path causes the driver to reduce speed and be more attentive to the task of driving. Deflection is done through changing the route of the automobile. Some measures apply at mid-block locations, while others are most appropriate for intersections.
- **Diverting Travel Routes**: Diverting the driver's route increases travel time and encourages the driver to use another route. Traffic diverters, street closures, one-way streets, median closures and turning movement restrictions are examples of a diversion. Another example is to install signage to ensure that Heavy Goods Vehicles (HGVs) and other 'through' traffic choose suitable routes that reduce the environmental impact of their journeys.
- **Changes To Pavement Surface:** Changing the pavement surface demands attention from drivers and reduces the speed for comfortable driving (the "design" speed). Speed humps, brick pavers and special pavement materials are among the most frequent approaches to changing the pavement surface.
- **Traffic Control Devices:** Traffic control devices, where warranted, can be used to regulate traffic patterns.

ENFORCEMENT: Intensified enforcement of traffic regulations can calm traffic, generally, by reminding drivers of posted speed limits and by enforcing the observance of STOP signs. Police officers are the usual source of intensified enforcement, but neighborhood volunteers can also be very effective in assisting in an enforcement effort.

EDUCATION: The City of North Miami Beach will make a conscious effort to initiate and maintain an educational program on traffic calming and safety within the city.

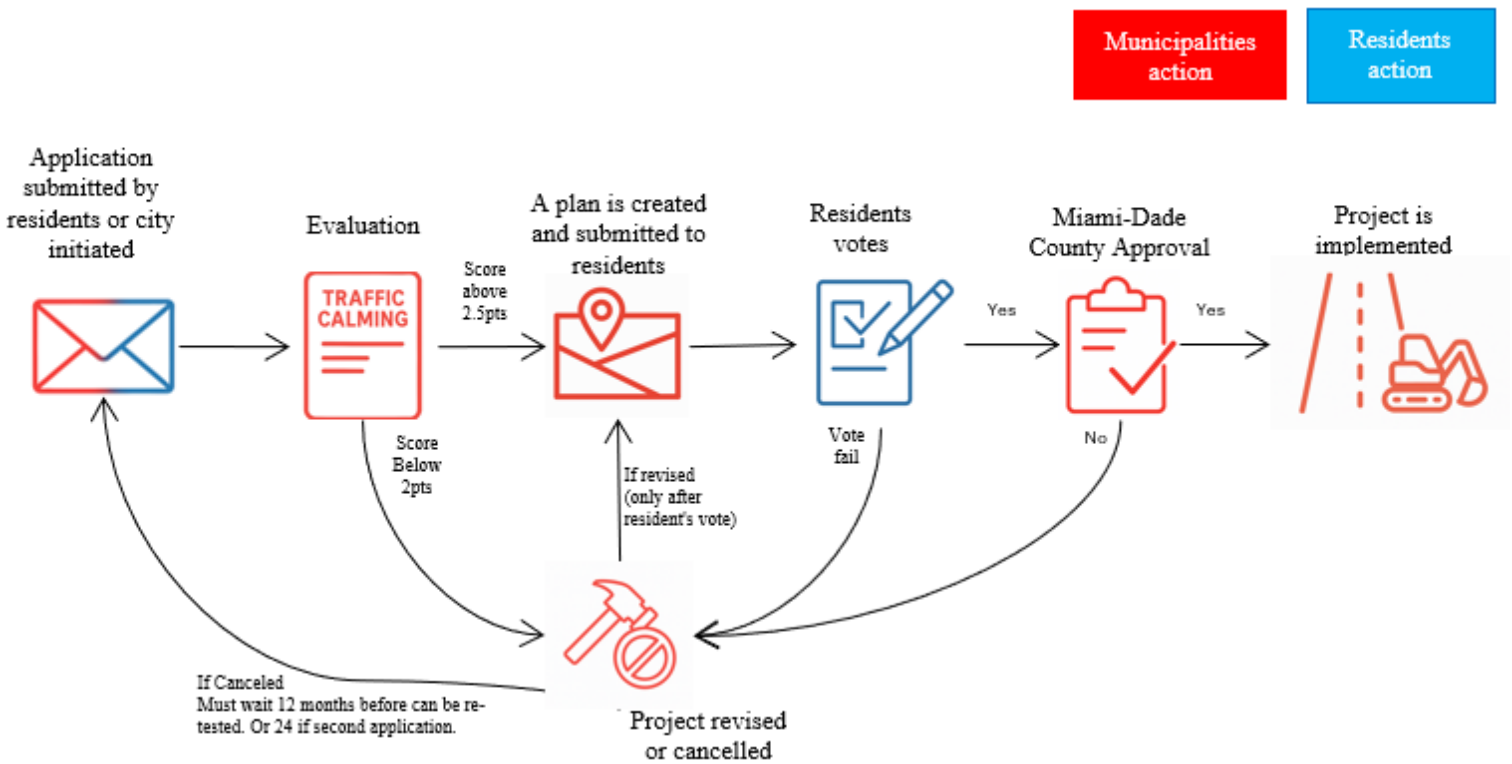
3. HOW TO GET A TRAFFIC CALMING PROJECT IN YOUR NEIGHBORHOOD

If you think your street has speeding or traffic safety issues, here's how you can start a traffic calming request:

a) An application for traffic calming is submitted to the Public Works Department.
b) City staff study data (speed, volume, crash) to determine if the street qualifies.
c) If qualified, a plan will be created and shared with the neighborhood.
d) Locals vote on it
e) If approved, the project is implemented

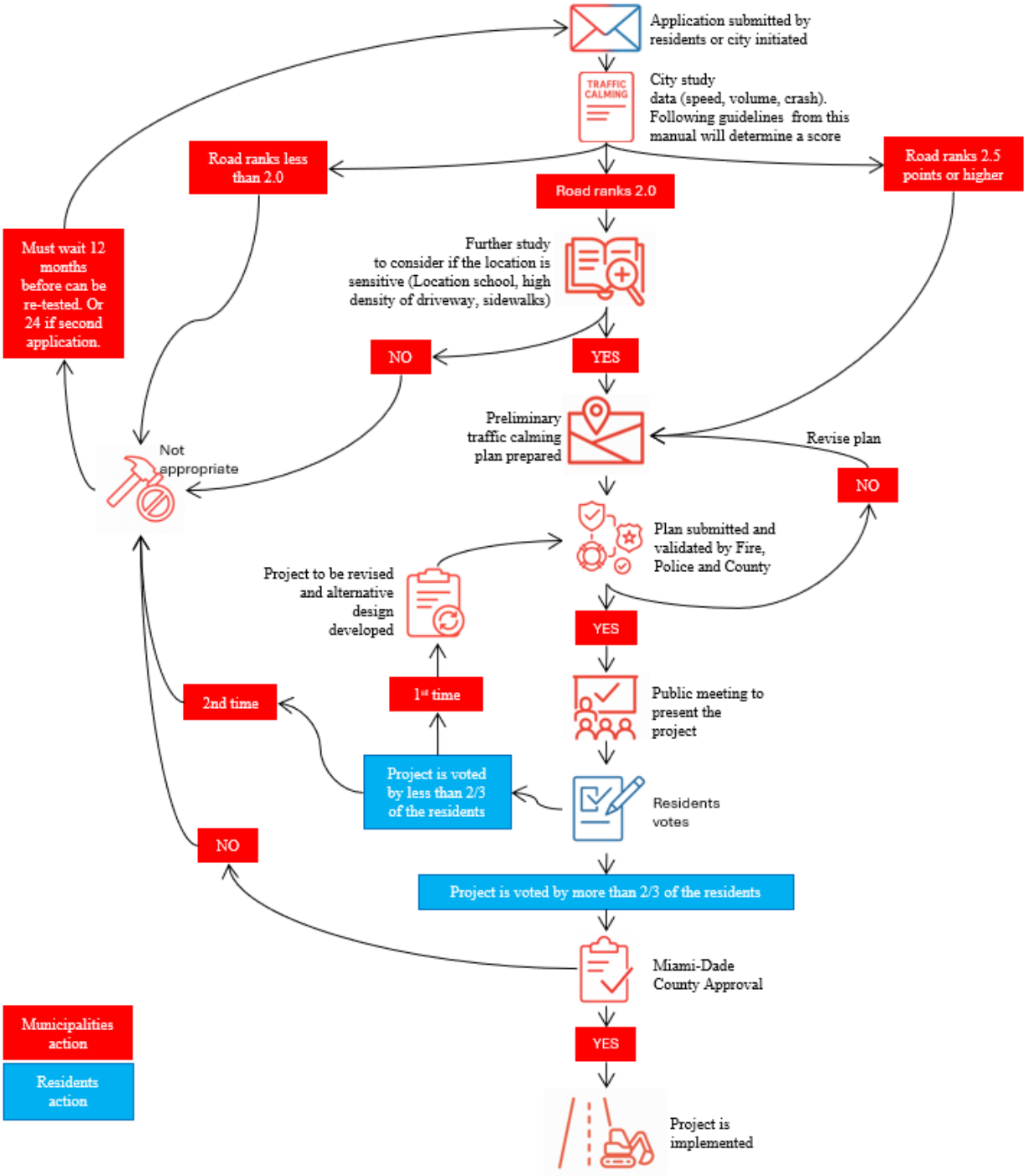
Note #1: Before applying, residents should confirm whether their street is maintained by the City of North Miami Beach. Streets under County or State jurisdiction are not eligible for this program. Refer to Appendix B or contact Public Works for assistance.

Note #2: In certain cases, the City may implement traffic calming measures directly, without requiring a public vote, when justified by safety concerns or infrastructure coordination. For more details on these conditions, see Section 8 on page 15 and 16.



IV. PROCESSES AND PROCEDURES

The following flow-chart documents the traffic calming evaluation and installation process from application to post installation. To avoid duplication, Miami-Dade County and the City will coordinate from the beginning as requests are received. Throughout the process, the County's Department of Transportation and Public Works will be kept informed.



1. COMPLETE AND SUBMIT PROJECT APPLICATION

A preliminary traffic calming study can be initiated by a resident complaint, the request of a neighborhood association, a Commissioner's request, the City's Safety Action Plan developed by the Public Works Department, or the City's Public Works Director. A resident or neighborhood association requesting traffic calming must complete and submit an Application and Petition for Traffic Calming to the City's Public Works Department. The Petition for Traffic Calming must have signatures from a minimum of 2/3 of residents for the section of the street affected. The application and petition are included in Appendix D: Petition for traffic calming of this document. An initial meeting with the residents that submitted the request, and surrounding area may be conducted to explain the process the City follows to evaluate applications and to collect their input.

When warranted by urgent safety concerns**,** coordinated roadway construction /resurfacing, or alignment with broader citywide planning or capital improvement initiatives, the City may implement traffic calming measures without requiring a public vote or resident concurrence. This ensures that critical interventions can proceed efficiently when timely opportunities or strategic needs arise.

2. EVALUATE APPLICATION

The City may utilize digital mobility analytics platforms such as Urban SDK, StreetLight Data, or similar tools to conduct preliminary screening prior to initiating a full evaluation. These platforms use anonymized GPS and cellular data to analyze traffic volumes, vehicle speeds, and travel patterns. By comparing these insights to established City thresholds, staff can efficiently identify locations that warrant further study.

If the preliminary screening indicates that further evaluation is warranted, the City's Public Works Department will proceed with detailed speed and volume studies, collect crash data, and complete the formal traffic calming assessment.

Speed is the first criteria used to gauge whether a traffic calming study area warrants further research for possible development and implementation of a traffic calming plan. The tables below show the thresholds established for North Miami Beach regarding speed and volume.

Points	Speed*(mph)
0.5	Less than 4.6 mph
1.0	Between 4.6 mph to 7.5 mph
1.5	Between 7.6 mph to 10.5 mph
2.0	Between 10.6 mph to 13.5 mph
2.5	Between 13.6 mph to 16.5 mph
3.0	More than 16.5 mph

* The 85th percentile speed is defined as "the speed that is exceeded by 15% of the motorists surveyed"

The speed table above is used to evaluate the extent to which vehicle speeds exceed the posted speed limit within the study area. This measured value is then compared to the posted speed limit, and the difference is used to assign a point value from the table. The greater the difference, the higher it scores, reflecting a more severe speeding issue.

The second criteria is volume of traffic, the table below is used to assess the average number of vehicles traveling through the study area daily, expressed as vehicles per day (vpd). This data is collected by using traffic counters or other automated methods. Based on the measured volume, the corresponding point value is assigned from the table. Higher traffic volumes receive higher point values, as they suggest a highest potential disruption for neighborhood and warrant closer review for calming measures.

Points	Volume (vpd) **
0.5	500 – 750
1.0	751 – 1,100
1.5	1,101 – 1,700
2.0	1,701 – 2,300
2.5	More than 2,300

** Vehicles per Day

The third criteria establish the number of accidents per year during the last three years along the street as a warrant for traffic calming study.

Points	No. of Accidents
0.5	1 – 2
1.0	3
1.5	4 or more

Based on these 3 scoring, traffic calming recommendations will be made as follows (see worksheet in Appendix E):

- Any street that ranks 2.5 points or higher as a sum of each (speed, volume or accidents) is eligible for traffic calming. A neighborhood street would also require 2/3 voter approval from residents, and implementation is subject to the final roadway design. The County requires 100% approval from property owners adjacent to the proposed site where speed humps as well as other calming devices will be installed.
- Any street that ranks 2.0 points will be recommended for further study to determine if other measures may be helpful in addressing concerns. The following items may be considered, but not limited to, as part of the study:
    - Location of school, pedestrian-oriented facility (e.g. elderly housing) or community facility (e.g. park) located on the subject street or within an established walking area.
    - Driveway density.
    - Presence/absence of sidewalks.
- Any street that scores less than a 2.0 and is determined to not be an appropriate location based on the study completed will not be eligible for re-evaluation for twelve (12) months after the speed/volume study is conducted. After two (2) years of testing, if the street does not qualify for traffic calming, the project is ineligible for re-testing for twenty-four (24) months.

After reviewing the above study, the City's Public Works Department would be able to recommend various alternative solutions if the street does not fully qualify for the installation of traffic calming devices.

In addition to the above-mentioned operational criteria, the following eligibility requirements are also instituted:

- Roadways shall be local residential streets and generic residential collectors.
- The posted speed limit may not be more than 30 mph (local residential streets) or 35 mph (residential collectors).
- Roadways shall be a local residential street with only two lanes of travel.
- Roadways shall not be used as a primary route for emergencies or fire rescue vehicles.
- Roadways shall not have curves or obstacles that would create an unsafe condition for motorists

- driving at the desired speed limit under normal driving conditions.
- Roadways shall not be a through truck route unless an acceptable alternative route is identified.
- Pedestrians and/or bicycle safety shall not be adversely affected.
- Roadway drainage shall not be adversely affected.

Locations that have been previously evaluated and found ineligible for traffic calming may typically not be reconsidered for 12 months. However, if significant new development, land use changes, or roadway modifications occur within that time such as the opening of a large commercial site, school, or residential complex, the City may authorize an early reevaluation. This ensures that eligibility remains responsive to evolving traffic conditions and newly introduced volumes or conflicts.

3. USE OF CRASH DATA IN TRAFFIC EVALUATION SYSTEM

Crash data is typically managed by law enforcement agencies and aggregated by state-approved systems. It provides critical information about traffic safety along the roadway to identify corridors with recurring conflict patterns that may benefit from a calming evaluation.

To maintain consistency and focus, only qualified crashes should be considered in traffic calming assessments. A qualified crash is defined as:

- A crash that occurred within the public right-of-way on a municipal or county-controlled roadway.
- Reported within the preceding three years, ensuring data reflects recent conditions.
- Crashes on private property, parking facilities, or driveways are excluded due to limited engineering influence.

The data includes crucial information regarding operational or behavioral issues:

- Rear-end collisions
- Angle crashes
- Roadway departures
- Pedestrian or bicycle involvement

Crash Data Evaluation Procedure

When crash data becomes available, it shall be used to identify and prioritize candidate corridors for traffic calming based on the following steps:

Step 1: Crash Frequency Assessment

- Identify roadway segments or intersections with three (3) or more qualified crashes over a continuous three-year period.
- Only crashes that occur within the public right-of-way should be considered.
- Qualified crash types include rear-end collisions, angle crashes, pedestrian or bicyclist incidents, and roadway departures.

Step 2: Organize Data by Corridor or Segment

- Group crashes by segment or intersection to determine if there are specific areas of concern.
- Use maps or visual summaries, when possible, to highlight concentration areas.

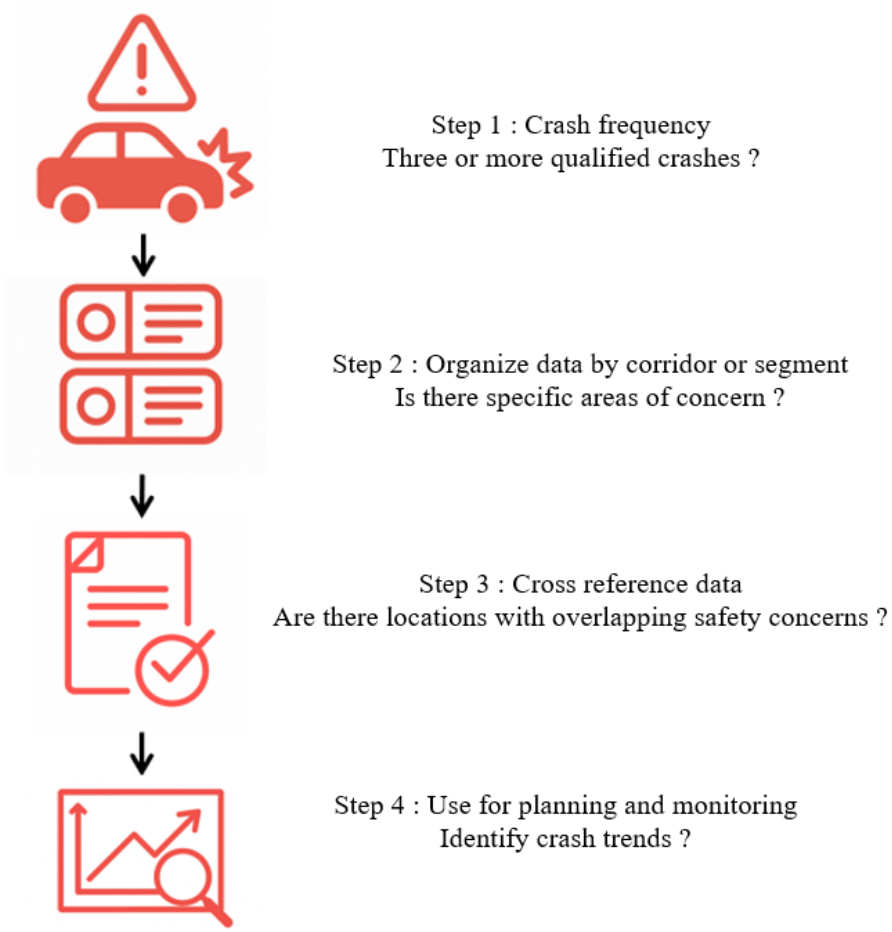
Step 3: Integrate with Other Evaluation Criteria

- Cross-reference data crashes with speed studies, volume data, and resident-reported concerns.
- Locations with overlapping safety concerns may be prioritized for calming measures.

Step 4: Use for Planning and Monitoring

- Use crash trends to inform the design and placement of calming devices.
- After implementation, periodic reviews of crash data may help evaluate the effectiveness of the intervention.

Chart for crash data procedure



The combination of crash types and environmental context helps identify locations with higher priority for traffic calming consideration. For example, locations with recurrent crashes involving pedestrians or bicyclists, or those situated near schools, parks, or senior centers, are likely to present elevated safety risks for vulnerable users. These factors, when observed together, offer a clear basis for prioritizing such areas for further study and potential intervention.

4. USE OF SPEED CITATION DATA TO INFORM TRAFFIC CALMING STRATEGY

Speeding citation data is issued and maintained by local law enforcement agencies, such as the North Miami Beach Police Department. Speeding citation data represents official enforcement records issued when drivers exceed posted speed limits. These citations capture behavioral violations not always evident in 85th percentile speed studies, and they reflect the real-world enforcement landscape of a corridor. When aggregated and georeferenced, citation data can highlight persistent non-compliance and support broader risk assessment.

Key citation attributes may include:

- Citation timestamp (date and time)
- Location (street, block, or segment)
- Posted speed limit and clocked vehicle speed
- Violation code or statute reference
- School zone designation (if applicable)
- Speed citation data complements engineering data by documenting driver behavior that may be habitual, aggressive, or location-specific particularly where automated speed monitoring is not available.

Procedure for Speed Citation Data

Speed citation data should be obtained from the North Miami Beach Police Department or the relevant local enforcement agency. This data serves as a behavioral indicator and should be used to support decisions where speeding behavior is evident but not fully captured by speed study data alone.

Step 1: Data Acquisition

- Request citation records for the target corridor covering a minimum 6–12-month period.
- Ensure the data includes date and time, street name, posted speed, clock speed, violation code, and school zone flag (if applicable).

Step 2: Citation Frequency Review

- Aggregate the data by street segment or intersection.
- Identify locations with recurring violations, particularly those with a high number of citations per month.

Step 3: Severity Filter

- Flag citations where drivers were clocked at 10+ mph over the posted limit, as these indicate aggressive or habitual speeding behavior.
- Pay special attention to violations occurring near schools, parks, or pedestrian areas.

Step 4: Temporal Pattern Analysis

- Chart violations by time of day and day of week to identify trends such as school drop-off speeding or late-night violations.

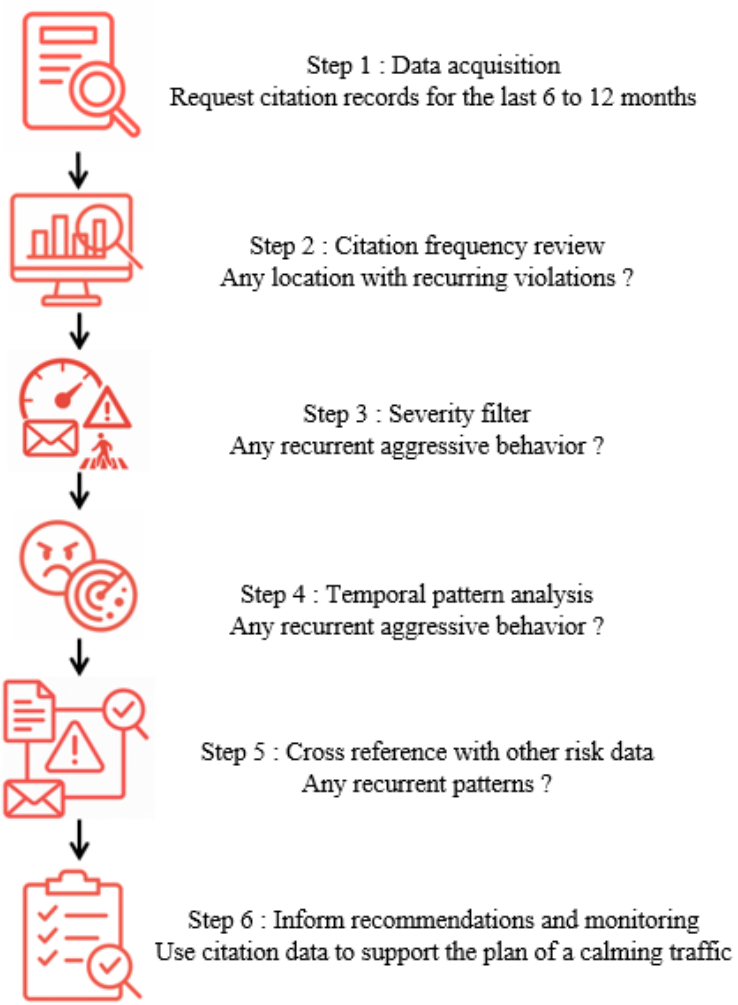
Step 5: Cross-Reference with Other Risk Data

- Align citation hotspots with 85th percentile speed data and crash history.
- Where patterns overlap, assign higher priority for calming interventions.

Step 6: Inform Recommendations and Monitoring

- Use citation data to support the plan of calming traffic.
- After implementation, continue monitoring citation activity to evaluate whether behavior is improving.

This procedure helps ensure that enforcement data is applied systematically and complements engineering studies and community input during the traffic calming process.



5. CHECK FOR CONSISTENCY WITH CITY AND TRANSPORATION PLANNING ORGANIZATION (TPO) PLANS AND PROGRAMS

Every effort will be made to ensure that any proposed physical traffic modifications will be consistent with City and County short and long-range transportation plans and programs. However, this may require recommendations to change the priority of previously adopted plans and programs in order to more rapidly improve the efficiency of the arterial network near the affected neighborhood. In addition, every effort will be made to ensure that any physical traffic modifications are consistent with land use/zoning.

6. SUBMIT TRAFFIC ENGINEERING STUDY AND DATA COLLECTED TO COUNTY PUBLIC WORKS DEPARTMENT

The results of the traffic engineering study together with the data collected will be

submitted to the County Public Works Department for their review in anticipation to the preparation and submittal of the traffic calming plan.

7. PREPARE THE DRAFT TRAFFIC CALMING PLAN

The City Public Works Department will develop a preliminary traffic calming plan for the warranted street. The plan will include the locations for the following existing conditions: driveways, bike lanes, inlets, manholes, light poles, stop signs, and any other traffic calming proposed for the subject street. The plan will also specify the area that is affected.

8. SUBMIT PLAN FOR APPROVAL

The plan will be submitted to the Police Department and County Public Works Department for review and comments. The plan may be revised to address any concern expressed by these agencies, as well as other agencies if needed. The County will submit a response to the City within ten (10) working days from submittal to the County's Public Works Department.

In circumstances where the City Manager's Office, through the Public Works Department, determines that traffic calming measures are necessary to address significant public safety concerns, recurring traffic violations, or to align with broader transportation or infrastructure projects, the City reserves the right to implement traffic calming measures without conducting a public ballot or requiring resident concurrence. This authority may be exercised when

- Immediate intervention is deemed necessary to protect public health or safety.
- The roadway is undergoing reconstruction or repaving that presents a cost-effective opportunity to install traffic calming devices.
- The area has been previously evaluated and scored eligible (≥2.5 points) but balloting was inconclusive or not initiated.
- Grant or capital improvement funding conditions necessitate timely installation.
- Crash data indicates 3 or more collisions in the past 12 months.
- Speed studies reveal 15% of motorist surveyed traveling at 10 mph or more above the posted speed limit.
- A major development is expected to significantly increase traffic demand, warranting proactive calming measures.

The City will notify affected residents in writing prior to installation and will offer opportunities for feedback post-implementation.

9. CONDUCT NEIGHBORHOOD WORKSHOP

If the area of concern meets the minimum criteria outlined in this document, City staff will schedule a neighborhood workshop meeting with residents to review the results of preliminary studies and to receive comments on the preliminary design of the traffic calming plan.

Citizen participation is an essential ingredient in the development and implementation of a successful neighborhood traffic plan. Neighborhood residents offer insight into the nature and extent of traffic and safety problems. Residents must also live day to day with any devices constructed. These residents are most directly affected by the problems and potential mitigating measures, and they are frequently the source of innovative solutions. The following are two levels of community involvement:

- Participatory programs involving interested citizens.
- Outreach programs attempting to communicate with the silent citizens, normally the vast majority of residents.

Implementation of an effective traffic calming program, which incorporates resident participation, will provide many benefits to the community. Benefits include effective transportation management, community safety, and an enhanced quality of life.

10. BALLOTING PROCEDURES

Once the traffic study is complete and a neighborhood workshop has been held, a ballot shall be distributed to each affected property owner (see Appendix F). The process for collecting and processing ballots is as follows:

a) Preparation: The Public Works Department prepares the ballot content and list of affected addresses.
b) Distribution: Ballots are mailed or hand-delivered to all identified affected property owners by city clerks.
c) Collection Window: Property owners are given 30 calendar days from distribution to return completed ballots.
d) Ballot Validation: Clerk's office verifies the authenticity and completeness of ballots and compiles the results and transfers it to the Public Works Department.

11. RESIDENTS APPROVAL

Approval of at least two-thirds (2/3) of the ballots received from the affected property owners is required to proceed with the traffic calming plan. In addition, Miami-Dade County mandates 100% approval from property owners directly adjacent to the proposed location of speed humps and other physical calming devices**.** Failure to submit a vote will be interpreted as support for the proposed measures.

However, in specific cases such as major development, roadway reconstruction, urgent safety concerns, or when the project aligns with citywide planning or capital improvement priorities, the City reserves the right to implement traffic calming measures without residents concurrence or conducting a public vote. In these instances, residents will be notified prior to installation and will have opportunities to provide feedback after implementation.

12. PRIORITIZE AND IMPLEMENT PROTECT

Projects are prioritized Citywide based on the point score determined in Step 2, Request Evaluation. Projects will be listed and assigned resources quarterly. Once assigned, the project will remain listed even if subsequent projects become listed with higher scores. The highest-ranking projects are undertaken first. The number of projects initiated each year depends on City resources. The City notifies all project requesters of the status of their request after project approval. The City also notifies the appropriate neighborhood associations or homeowner associations of the status of the neighborhood projects within their neighborhood and asks for their comments.

City staff will finalize the design and implementation process for the proposed traffic calming devices. Specific techniques may be installed as a "test site", while others will be installed permanently. "Test sites" will be monitored and evaluated for effectiveness. After a period of evaluation, measurable objectives and performance measures will be established on a case-by-case basis. It is noted that the City's and County's Traffic Engineering Standards will be consulted for adherence in relation to any proposed traffic calming measures.

V. CRITERIA AND STANDARDS

1. CRITERIA FOR PILOT TRAFFIC CALMING PROJECTS

a. Street must be local.
b. Street may not be a locally designated arterial or collector.
c. Street may not have any commercial land uses.
d. The affected area must comply with the petition requirements for support of projects as contained within the City Traffic Calming Manual.
e. The City Public Works Department must determine that the project does not pose any risks or hazards for the area impacted.
f. Speed cushions, of a design approved by the County and City Public Works Departments, will be the primary traffic calming device approved for use in these projects. The City will follow the traffic calming process outlined in the North Miami Beach Traffic Calming Manual for evaluation and prior to installation of speed cushions. Other traffic calming measures shall be considered upon review by the City and subsequent approval by the County.
g. Immediately following the installation of the project, City staff will begin an evaluation of the project's effectiveness. This evaluation includes, but is not limited to, field observations, traffic counts, speed studies and other data collection (as needed). If the project has not met the objectives during the evaluation period, staff will notify the community's representatives. City staff and community representatives may then decide to make modifications to the current plan. These modifications may include the implementation of additional or different techniques, or the removal of the traffic calming devices.
h. In the event the devices are found to be ineffective after the evaluation process (minimum of six months after installation), the City's Public Works Director will send a letter to the affected property owners to let them know of this recommendation and collect the residents input prior to removal. Removal may also be initiated by a petition request from 50% of the residents in the affected area.

2. LEVELS AND IMPLEMENTATION

Evaluation Factor	Influence on Level Selection
Crash frequency	≥3 crashes or any fatalities → Consider Level II or III
Pedestrian injury crashes	Often triggers Level III in sensitive areas (schools, parks)
Speed ≥ 10 mph over limit (85th percentile)	May justify Level II or III
Cut-through traffic volumes	Use Level II or III if residential character is compromised
Prior failure of softer measures	Escalation to the next level may be necessary

Once a street has been evaluated and determined to qualify for traffic calming a range of responses is possible. These responses can be organized into three levels of intensity, each representing a different degree of intervention. This strategy ensures that interventions are scaled for the severity and persistence of traffic issues while minimizing disruption and cost. Based on the known data of the street, the following guidelines help to determine which level can be implemented first**:**

The decision is also guided by engineering judgment, community context, and risk factors, not rigid sequencing. If a Level I or Level II solution is implemented initially, the area can be re-evaluated after an appropriate monitoring period of 6 months. If results are not satisfactory, for example, if traffic speeds remain elevated or safety concerns persist, the project may be escalated to a higher level as needed. This procedure allows flexibility and ensures that the responses remain proportional, effective, and responsive to ongoing conditions. The table below provides examples of traffic calming tools that may be applied at each intervention level. These measures are grouped into three categories based on their level of restrictiveness, visibility, and physical impact on the street environment:

LEVEL I	LEVEL II	LEVEL III
Education campaigns	Chokers	Semi Diverter
Neighborhood Speed Watch	Roundabouts	Diagonal Diverter
Law Enforcement	Traffic circle	Street closures
Movement Restrictions	Speed humps	Full or partial cul-de-sacs
Multi-Way Stop Control	Raised crosswalks	Forced turn islands
Textured Pavement	Raised intersections	Entry restrictions
Border Landscaping Treatment	Curb extensions	Guardrail
Gateway treatments	Horizontal deflection elements	

The following description of each level gives a sense of how they can be considered from the least restrictive (Level I) to the most restrictive (Level III):

- Level I focus on education, enforcement, and visual cues to raise driver awareness and influence behavior. These tools are typically low-cost and non-physical in nature.
- Level II involves moderate physical interventions that alter the geometry of the roadway or deflect vehicle paths to reduce speed and improve safety.
- Level III include highly restrictive physical devices that alter access or circulation patterns entirely, often used when other levels have proven ineffective or when crash data indicates a serious risk.

3. STANDARDS FOR TRAFFIC CALMING MEASURES

To comply with the Manual on Uniform Traffic Control Devices (MUTCD), each traffic calming measure should include appropriate signage, pavement markings, and visibility features. This section outlines key MUTCD requirements relevant to traffic calming:

a. **Signage and Pavement Markings**:

- **Speed Humps, Raised Crosswalks, and Other Vertical Deflections**: Use MUTCD-compliant advance warning signs (e.g., W17-1 for speed humps) and reflective markings on the humps or raised areas to ensure visibility.

- **Traffic Circles and Roundabouts**: Place regulatory and directional signs (e.g., circular arrows for one-way movement) in accordance with MUTCD. Ensure that crosswalks and lane dividers are clearly marked.

- **Chicanes and Curb Extensions**: Use pavement markings and reflective edge lines to alert drivers of lane shifts. Install MUTCD-approved reflective markers or bollards where needed.

- **Diverters and Closures**: Use signs to indicate road closure or redirection and mark alternate routes clearly. Ensure pedestrian and bicycle access points are marked with MUTCD-compliant signage.

b. **Reflective Materials for Nighttime Visibility**:

- **Reflective Markings**: Use high-contrast, reflective markings on raised structures, edges, and road surfaces near traffic calming installations. This is essential for nighttime and low-visibility conditions.

- **Reflective Bollards**: Install bollards with reflective surfaces in areas where lane narrowing, chicanes, or chokers are used, making them visible to drivers in all lighting conditions.

c. **Uniform Application**:

- **Consistency Across Similar Roads**: Apply MUTCD standards uniformly across similar types of roads. This promotes predictability for drivers and aligns with national standards, enhancing safety for all road users.

- **Color-Coded Markings**: Use standardized colors (e.g., white for lane dividers, yellow for no-passing zones) to reinforce driver expectations and aid in navigation.

Please refer to Appendix G for illustrations showcasing these standards for traffic calming measures. These illustrations are available on the MUTCD 11th edition or on the Federal Highway Administration website and are intended for illustrative purposes.

All traffic control devices installed by the City shall conform to the applicable requirements established by the following publications including the latest revisions:

a. Florida Department of Transportation's Standard Specifications for Road and Bridge Construction.
b. Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation Federal Highway Administration.
c. Standard Highway Signs, U.S. Department of Transportation, Federal Highway Administration.
d. Miami-Dade County Public Works Manual (available from the Public Works and Waste Management Department, Reproduction Services. 111 NW 111 Street, Suite 1604. Miami, FL 33128).
e. A Policy on Geometric Design of Highways and Streets. American Association of State Highway and Transportation Officials (AASHTO).
f. Roundabouts: An Informational Guide, Federal Highway Administration, U.S. Department of Transportation.
g. Florida Roundabout Guide, Florida Department of Transportation.
h. Miami-Dade County Traffic Flow Modification(s)/Street Closure Procedure, Revised January 2009, or any other comparative criteria available to municipalities which have been approved by the County, with the decision to elect one option or the other to be determined at the City's discretion.
i. Florida Greenbook (Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways).

4. TEMPORARY VS PERMANENT INSTALLATIONS

Temporary installations are often valuable as pilot projects to test the effectiveness of traffic-calming measures and gather community input, but they must first be approved by the Public Works Director or the City Manager before installation.

Installation Type	Advantages	Considerations
Temporary Installations	- Low cost and quick to implement - Easily modified based on results and feedback - Useful for pilot testing	- May lack durability for long-term use - Temporary materials may not be as visually appealing as permanent ones
Permanent Installations	- Durable and low-maintenance - Often more aesthetically integrated with surroundings - Provides lasting impact	- Higher upfront cost - Requires community buy-in prior to installation - Difficult and costly to modify later

5. GUIDANCE ON TEMPORARY INSTALLATIONS

- **Ideal for Testing**: Temporary installations allow decision-makers to gauge a measure's effectiveness and the community's response before making permanent changes.
- **Examples of Temporary Measures**: Removable speed humps, flexible bollards, modular roundabouts, and painted or taped curb extensions.
- **Evaluation Period**: It's recommended to monitor temporary installations for 6-9 months to collect sufficient data on speed, traffic volume, and public feedback.

6. COMMUNITY ENGAGEMENT IN TRAFFIC CALMING

Community engagement is vital for the success of traffic calming initiatives. By actively involving residents in the planning and decision-making process, the municipality can better align with the community's needs and foster greater acceptance of the measures.

a) **Community Meetings and Information Sessions**:
   - **Purpose**: Organize public meetings to introduce proposed traffic calming

projects and discuss their purpose, benefits, and anticipated outcomes.

- **Approach**: Use visual aids, such as maps and before-and-after simulations, to illustrate how each measure would impact specific streets and neighborhoods.

b) **Surveys and Questionnaires**:

- **Purpose**: Collect feedback from residents on traffic issues, preferences for traffic calming solutions, and perceived problem areas.
- **Approach**: Distribute surveys online or through direct mail to gather broad input. Questions can focus on perceived traffic speed, pedestrian safety concerns, and preferred calming methods.

c) **Pilot Program Feedback**:

- **Purpose**: Encourage residents to provide feedback during temporary installations or pilot programs.
- **Approach**: Use online platforms, community boards, or phone hotlines for residents to report their experiences, including perceived safety improvements, noise, and traffic changes. A feedback form specific to each measure can make it easy to collect consistent information.

d) **Collaborate with Local Organizations and Schools**:

- **Purpose**: Work with schools, community groups, and local businesses to reach a wider audience and gather input from groups directly affected by traffic patterns.
- **Approach**: Coordinate with school districts, neighborhood associations, and local chambers of commerce. Schools, for example, may be particularly interested in measures that enhance student safety.

e) **Transparent Communication on Project Progress**:

- **Purpose**: Keep the community informed about project timelines, evaluations, and results.
- **Approach**: Use newsletters, social media updates, and the city website to provide regular updates, answer questions, and address concerns. Include information on how community feedback influenced final decision

VI. SAFETY ACTION PLAN

The City of North Miami Beach Safety Action Plan is a comprehensive initiative with the ambitious goal of reducing traffic casualties to zero by 2050. This plan will systematically identify high-risk areas within the City, develop and prioritize necessary fixes, and actively engage both the public and key stakeholders to ensure a well-rounded approach. Once finalized, the plan will be adopted and codified by ordinance, making it an official part of the city's regulations.

Key components of the plan include identifying and estimating the costs for various countermeasures, prioritizing these countermeasures as actionable projects, and presenting them to the city commission for approval. The countermeasures proposed in the Safety Action Plan are in alignment with those outlined in the Traffic Calming Manual (Appendix H: Traffic calming measures and performance evaluation), ensuring consistency and coherence in the City's approach to traffic safety.

Both the Safety Action Plan and the Traffic Calming Manual place a strong emphasis on reducing vehicle speeds and enhancing the safety of pedestrians and cyclists. The Safety Action Plan will recommend improvements referencing the Federal Highway Administration's (FHWA) Proven Safety Countermeasures to help reduce roadway fatalities and serious injuries. These include measures such as road diets, pedestrian hybrid beacons, and roundabouts, all designed to reduce speeds and improve overall safety.

Ultimately, the combined objective of both the Safety Action Plan and the Traffic Calming Manual will try to reduce casualties and serious injuries by addressing multiple safety focus areas across the city. By adopting a multifaceted and proactive approach through Vision Zero, The City of North Miami Beach is committed to creating safer streets for all its residents and visitors.

VII. SUMMARY

The City of North Miami Beach Traffic Calming Manual is a guide to assist the residents and City staff in addressing their concerns about undesirable traffic issues in our neighborhoods. Traffic calming is by no means the answer to all situations. However, it has proven in numerous cities around the country to improve safety and livability in a neighborhood. The Traffic Calming Manual provides a methodology for members of our community to request a traffic management study. The City Public Works Department will conduct the study and will make recommendations to mitigate the traffic impact in that particular location. Cooperative work between residents, business, other interested parties and City staff will allow finding acceptable and appropriate solutions to every problem. As traffic calming measures must respond to traffic patterns changes, traffic management studies have to be done periodically to evaluate the effectiveness of the adopted measure.

The Traffic Calming Manual will be updated as needed after initial approval by the County and as the City implements the criteria established as part of this Manual. Nothing contained herein should be construed to alter or supersede applicable rules, codes, or regulations of Miami-Dade County.

VIII. APPENDIX A: References

- Broward County Neighborhood Traffic Management Manual. Broward County (p 13, 14).

- Highway Capacity Manual. The Transportation Research Board, 2000. Guide to Neighborhood Master Plans - Traffic Planning Manual. City of Fort Lauderdale (p 15) City of Fort Lauderdale Speed Hump Installation Policy, December 30, 2002.

- Traffic Calming Manual. City of Miami Beach, September 2010.

- Traffic Calming Manual. City of Sarasota, September 2003.

- Traffic Calming Guide for Local Residential Streets. Richmond, Virginia, October 2002.

- City of Coral Springs Traffic Calming Manual. Coral Springs, Florida, June 2002. Ewing, Reid, Ph.D., Brown, Steven J., P.E. and Hoyt, Aaron. Traffic Calming Practice Revisited. ITE Journal. Institute of Transportation Engineers, November 2005. Street Closure/ Traffic Flow Modification Study. Dade County Public Works Department and Metropolitan Planning Organization, July 1996.

- Manual on Uniform Traffic Control Devices (MUTCD), 11th Edition: (Federal Highway Administration, 2023).

- Module 3: Toolbox of Individual Traffic Calming Measures Part 1. Module 3: Toolbox of Individual Traffic Calming Measures Part 1 | FHWA. (n.d.). https://highways.dot.gov/safety/speed-management/traffic-calming-eprimer/module-3-part-1.

- Citywide Traffic Calming Study. City of South Miami, March 2022.

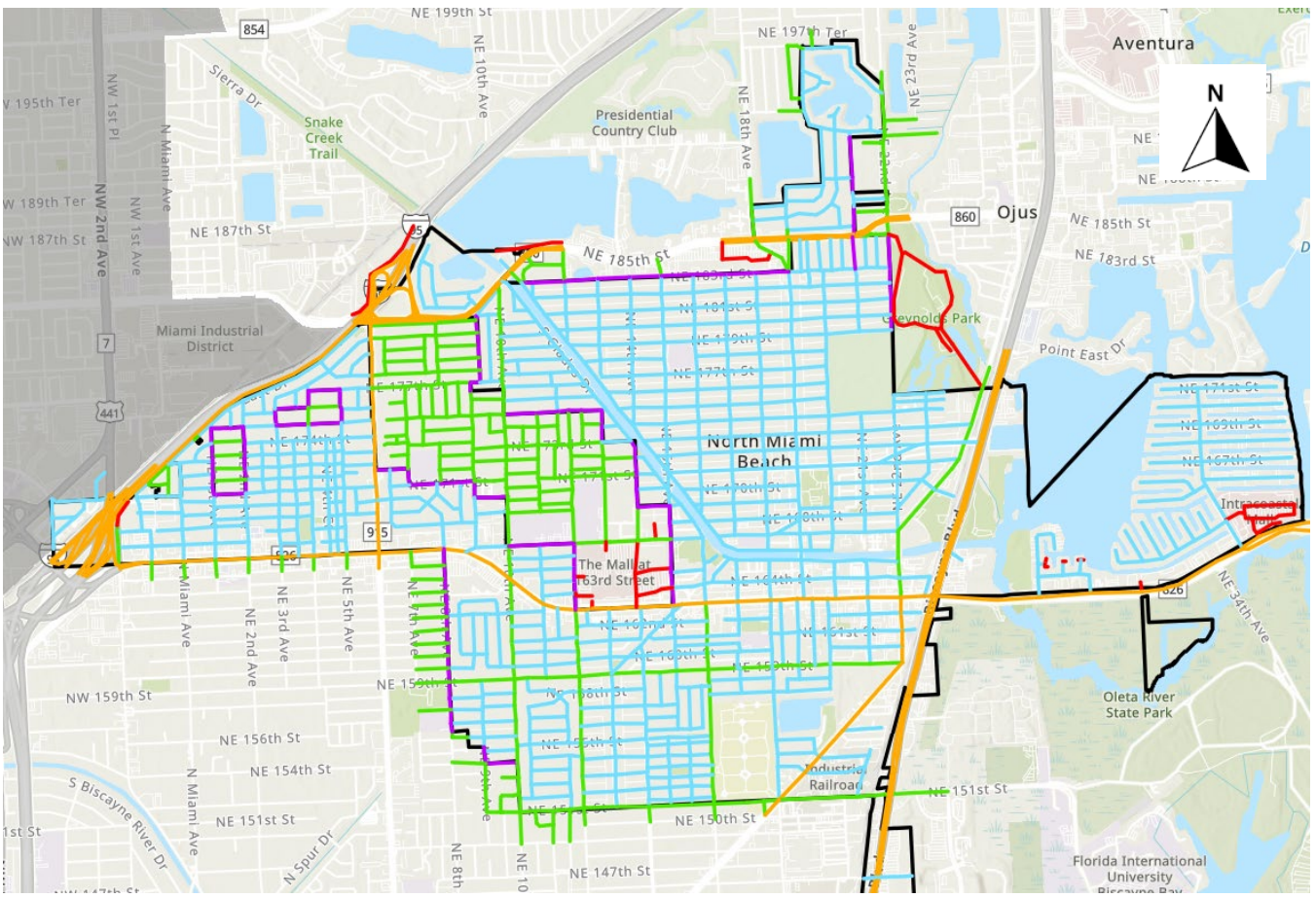
- Traffic Flow Modification(s)/Street Closure(s) Procedure. Miami-Dade County, January 2009.

- Florida Department of Transportation (FDOT), Traffic Engineering Manual : https://www.fdot.gov/traffic/trafficservices/trafficstudies.shtm/traffic-engineering-manual

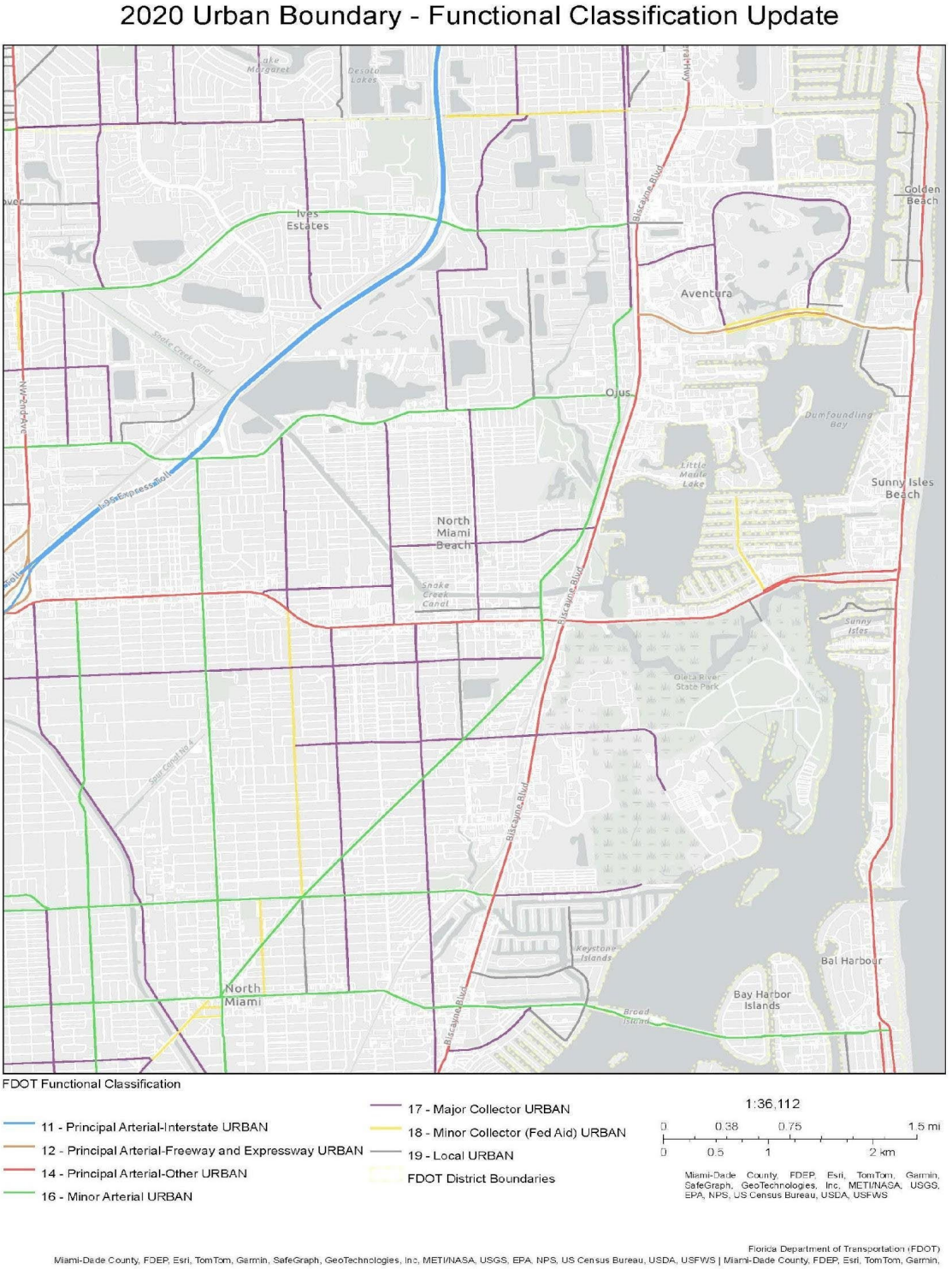
IX. APPENDIX B: Jurisdictional Street Maintenance Map

LEGEND

- Maintained by City of North Miami Beach
- Maintained by Miami Dade County
- Maintained by Miami Dade County / City of North Miami Beach
- Privately Maintained
- Maintained by Florida Department of Transportation



X. APPENDIX C: Federal Functional Classification



XI. APPENDIX D: Petition for Traffic Calming

PROJECT APPLICATION

TODAY's DATE: _____

ASSOCIATION: -------- CONTACT NAME: _____

LOCAL ADDRESS: _____

HOME PHONE: _____ WORK PHONE: _____

WHICH NEIGHBORHOOD STREET(S) ARE OF CONCERN?

WHAT TRAFFIC OR SAFETY CONCERNS HAVE BEEN OBSERVED? (Check all that apply)

☐Speeding ☐Reckless driving

☐Cut-through vehicles ☐Noise

☐Vehicles not obey traffic control devices (stop sign, signal...)

☐Other:

PETITION FOR TRAFFIC CALMING

The petition for traffic calming must have signatures from a minimum of 25% of property owners for the section of the street affected.

Location: _____

Name (print)	**Address**	**Signature**

RETURN COMPLETED APPLICATION AND PETITION TO:

PUBLIC WORKS DEPARTMENT
17050 NE 19th Ave, North Miami Beach, FL 33162

XII. APPENDIX E: Traffic Calming Evaluation Worksheet

Traffic Calming Evaluation Worksheet for Municipal Roadways

Project Location :

Date :

Completed By :

	Criterion	Measured Value	Value	
A	Speeds exceed posted limit	Less than 4.6mph	0.5	
		Between 4.6 mph to 7.5 mph	1	
		Between 7.6 mph to 10.5 mph	1.5	
		Between 10.6 mph to 13.5 mph	2	
		Between 13.6 mph to 16.5 mph	2.5	
		More than 16.5 mph	3	
B	Vehicles per day	500 - 750	0.5	
		751 - 1100	1	
		1101 - 1700	1.5	
		1701 - 2300	2	
		More than 2300	2.5	
C	Reported Crashes in Past 12 Months	1 or 2	0.5	
		3	1.0	
		4 or more	1.5	
A + B + C =				

> 2.5 points	Street eligible for traffic calming	
= 2.0 point	Further study required	
	Special considerations	
	Nearby School / Park / Facility	
	Sidewalk Presence	
< 2.0 points	Not appropriate	

Comments:

XIII. APPENDIX F: Resident Survey

North Miami Beach City Hall
17011 NE 19th Avenue
North Miami Beach, FL 33162
Tel. (305) 947-7581

City of North Miami Beach

Public Works Office
17050 NE 19th Avenue
2nd Floor
North Miami Beach, FL 33162
Tel. (305) 948-2901

The City of North Miami Beach completed a Citywide Traffic Calming study, and the following streets did not meet the threshold values and require traffic calming measures to be implemented. In response to these concerns, a traffic calming device consisting of a traffic circle is being proposed at the following locations:

-

NOTE IF THE HOMES AT EACH CORNER OF THE ABOVE ADDRESS OF THE PROPOSED TRAFFIC CALMING DEVICE DO NOT CONCUR THEN THE CITY WILL NOT BE ABLE TO PROCEED WITH THE CONSTRUCTION OF THE TRAFFIC CIRCLE.

Receipt of this letter indicates that your property is within the affected area and subject to concurrence vote. Please fill in the form below and mail/fax it to the city at the Public Works Office or City Hall. A signed form may also be scanned and emailed to (Please insert email)

Please check the box below if you concur with the proposed traffic calming device.

Traffic Circle at the following location:

☐

The photograph below illustrates as example of the traffic circle being proposed.

I, _____, of the property at _____,
[*Owner/Resident's Name, Please Print*] *[Property Address]*

☐ Do concur
☐ Do not concur

with the traffic calming device checked above.

NOTE IF THESE HOMES ON THE ADJACENT CORNERS OF THE PROPOSED TRAFFIC CALMING DEVICE DO NOT CONCUR THEN THE CITY WILL NOT BE ABLE TO PROCEED WITH THE CONSTRUCTION OF THE TRAFFIC CIRCLE.

Comments:

_____

_____

_____

_____

Signature: _____ Date: _____

Please submit the survey by DATE

XIV. APPENDIX G: Schematics

1. SIGNAGE AND PAVEMENT MARKINGS

Figure 3B-26. Pavement Markings for Speed Humps without Crosswalks

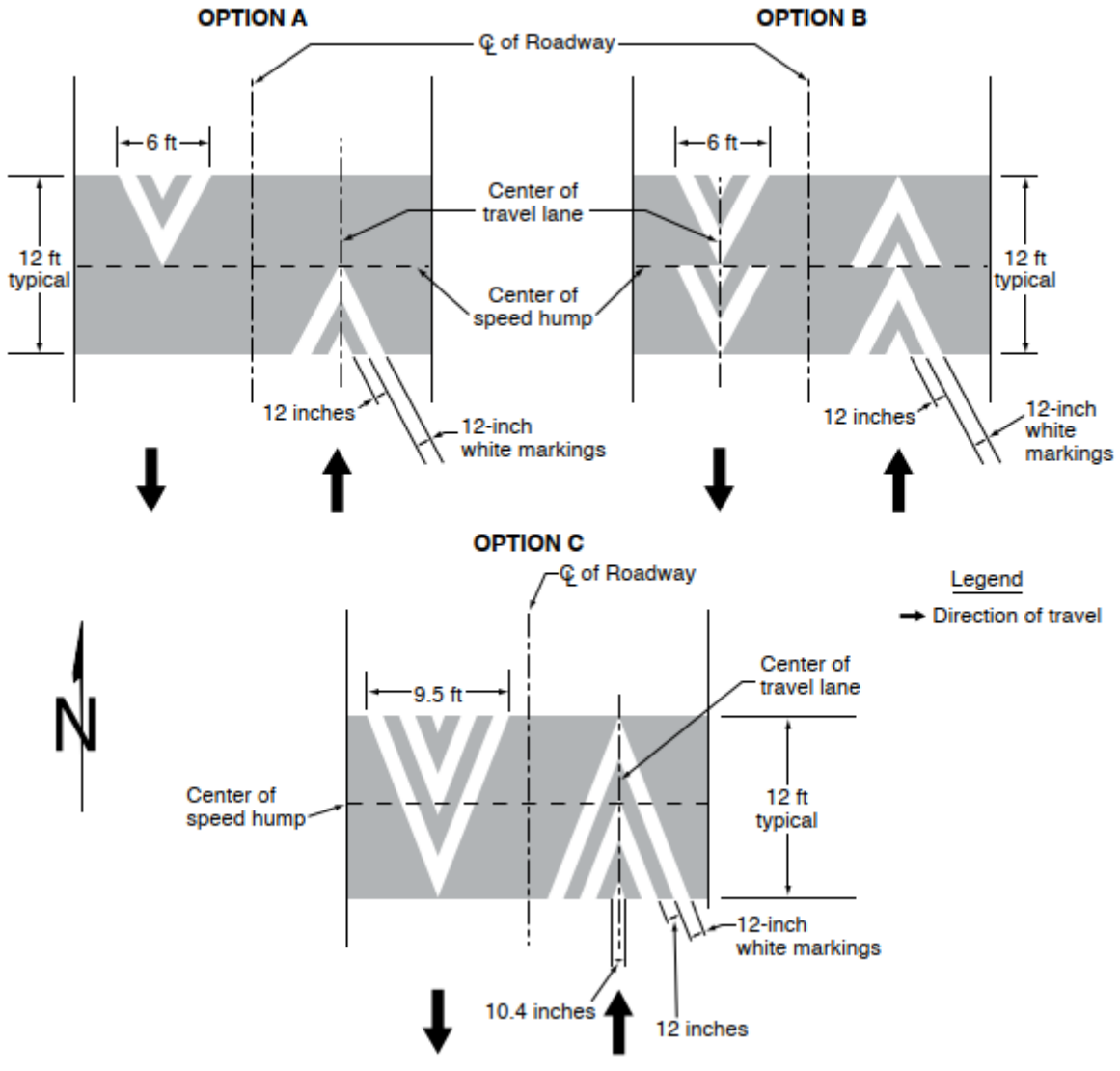
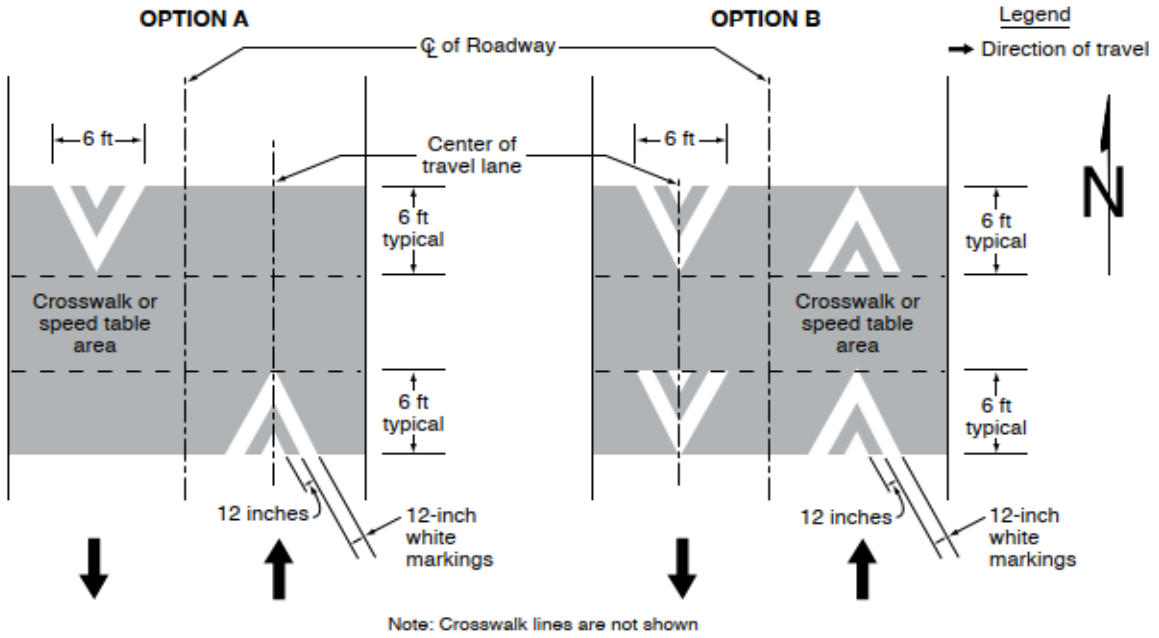
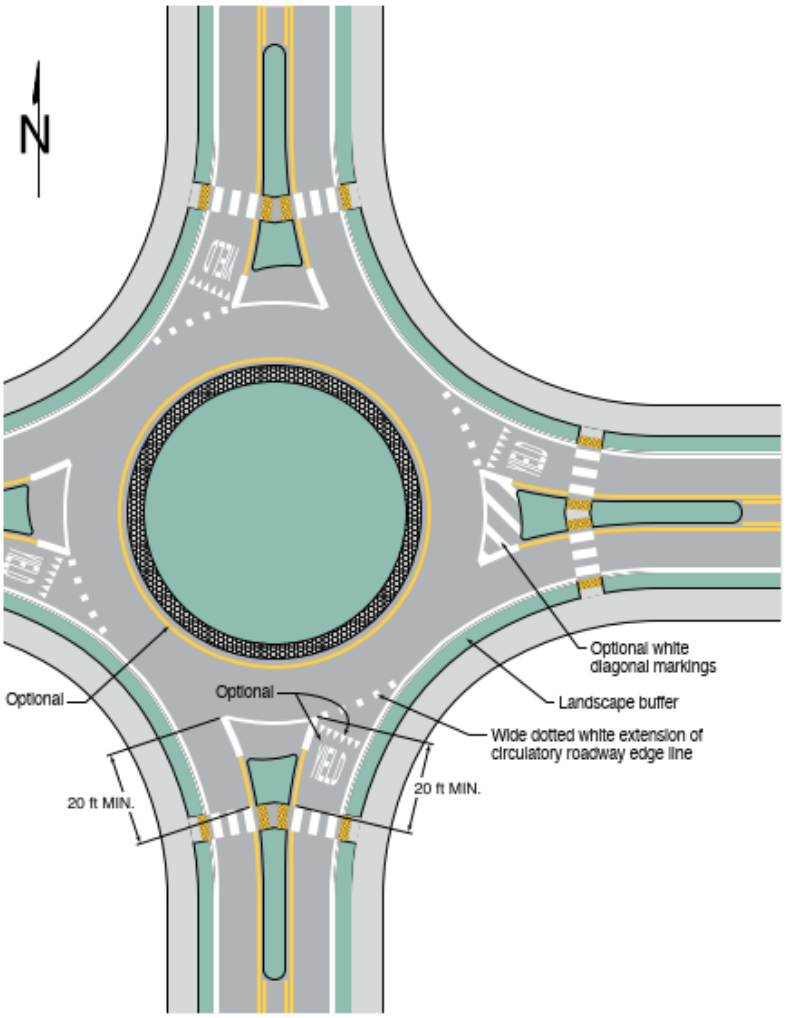


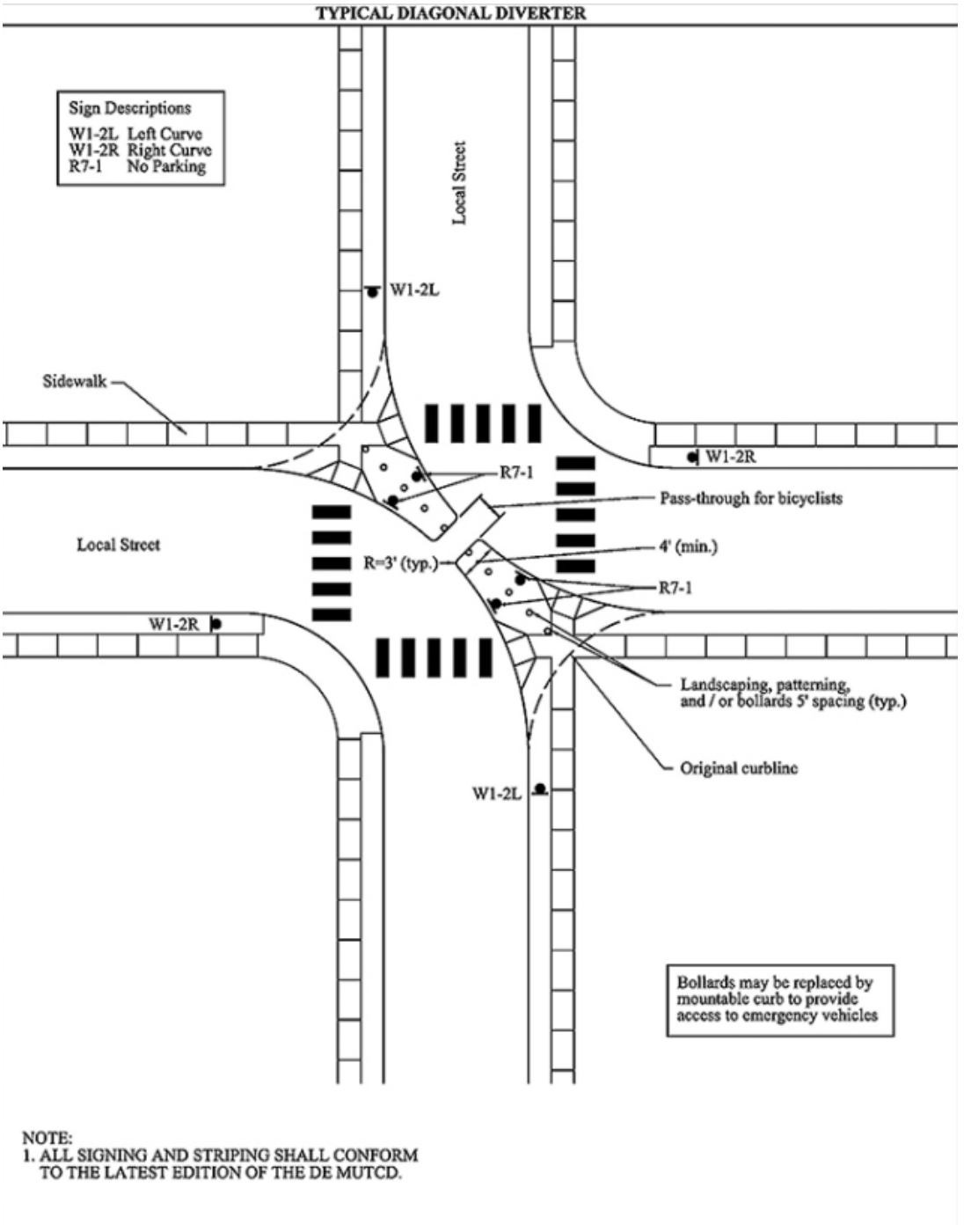
Figure 3B-27. Pavement Markings for Speed Tables or Speed Humps with Crosswalks



Note: Crosswalk lines are not shown

Figure 3D-1. Example of Markings for Approach and Circulatory Roadways at a Roundabout




TYPICAL DIAGONAL DIVERTER
Sign Descriptions
W1-2L Left Curve
W1-2R Right Curve
R7-1 No Parking
Local Street
W1-2L
Sidewalk
W1-2R
R7-1
Pass-through for bicyclists
Local Street
R=3' (typ.)
4' (min.)
R7-1
W1-2R
Landscaping, patterning, and / or bollards 5' spacing (typ.)
Original curbline
W1-2L
Bollards may be replaced by mountable curb to provide access to emergency vehicles
NOTE:
1. ALL SIGNING AND STRIPING SHALL CONFORM TO THE LATEST EDITION OF THE DE MUTCD.

2. REFLECTIVE MATERIALS FOR NIGHTTIME VISIBILITY

XV. APPENDIX H: Traffic Calming Measures and Performance Evaluation

1. SUMMARY OF TRAFFIC CALMING DEVICES CHARACTERISTICS

Note: The information in this appendix is based on guidance and performance data from the Florida Department of Transportation (FDOT).

Traffic calming measures can be separated into two groups based on the main impact intended:

- **Volume control measures** are primarily used to address cut-through traffic problems by blocking certain movements, thereby diverting traffic to streets better able to handle it.
- **Speed control measures** are primarily used to address speeding problems by changing vertical alignment, changing horizontal alignment, or narrowing the roadway. The distinction between the two types of measures is not as clear as their names suggest, since speed control measures frequently divert traffic to alternate routes, and volume control measures usually slow traffic.

Below is a comparative overview of various traffic calming measures, summarizing their general impacts on traffic volume, speed reduction, noise, emergency vehicle access, relative cost-effectiveness, advantages, disadvantages and effectiveness.

Traffic Calming Measure	Volume Reduction	Speed Reduction	Noise	Emergency & Service Access	Cost Effectiveness
Speed Humps/Speed Cushions	Low to Moderate	High (15 - 20 mph)	Potential increase (braking)	Some delay for emergency vehicles	Moderate ($2K–$8K each)
Raised Crosswalks	Minimal	Moderate (20 - 30 mph)	Slight increase (breaking and acceleration)	Minor impact	Moderate to High ($5K–$15K)
Textured Pavements	Minimal	Low	Increased tire noise on textured surfaces	No impact	Moderate ($5K–$30K depending on materials)

Traffic Calming Measure	Volume Reduction	Speed Reduction	Noise	Emergency & Service Access	Cost Effectiveness
Traffic Circles	Moderate	Moderate (15 – 20 mph)	Slight increase from vehicle maneuvering	Minor restrictions for large emergency vehicles	Moderate to High ($10K–$25K)
Diverters	High	No direct speed effect	No significant impact	Can restrict access depending on design	Moderate to High ($15K–$50K)
Partial Closures	High	No impact	No impact	Restricts access to one direction	High ($10K–$60K)
Diagonal Diverters	High	No impact	No impact	Restricts emergency routes	High ($15K–$60K)
Raised Intersections	Minimal	Moderate (around 25 mph)	Slight increase	Minimal impact	High ($20K–$100K)
Median Barriers	Moderate to High	Minimal	No impact	Can restrict access across medians	High ($20K–$50K)
Forced Turn Islands	Minimal	Low to Moderate	No impact	Minimal impact on access	Moderate ($5K–$15K)
Chokers/Bump-Outs	Minimal	Moderate	No significant impact	Generally no effect on access	Moderate to High ($10K–$25K)
Short Medians	Minimal	Low to Moderate	No impact	Minimal impact on	Moderate ($5K–$15K)

Traffic Calming Measure	Volume Reduction	Speed Reduction	Noise	Emergency & Service Access	Cost Effectiveness
				access	
Bike Lanes	Minimal	Low (optical narrowing)	No impact	No impact	Moderate ($5K–$30K)
Chicanes / Lateral Shifts	Minimal	Moderate to High	No significant impact	Minimal impact on access	Moderate to High ($15K–$35K)

Measure	Advantages	Disadvantages	Effectiveness
Speed Hump	• Relatively inexpensive • Relatively easy for bicycles to cross if designed appropriately • Very effective in slowing travel speeds	• Cause a "rough ride" for all drivers and can cause severe pain for people with certain skeletal disabilities • Force large vehicles, such as emergency vehicles, to travel at slower speeds • May increase noise and air pollution	• For a 12-foot hump: - 22% decrease in 85th percentile travel speeds (from 35.0 to 27.4 mph; sample of 179 sites) - 11% decrease in accidents (from 2.7 to 2.4 accidents/year; sample of 49 sites) • For a 14-foot hump: - 23% decrease in 85th percentile speeds - 41% decrease in accidents (from 4.4 to 2.6 accidents/year; sample of 5 sites)

Measure	Advantages	Disadvantages	Effectiveness
Raised Crosswalks	• Improve safety for pedestrians and vehicles • If designed well, can add aesthetic value • Effective in reducing speeds	• Can be expensive • Impacts on drainage need consideration • May increase noise and air pollution	• For a 22-foot Speed Table: - 18% decrease in 85th percentile speeds (from 36.7 to 30.1 mph; sample of 58 sites) - 45% decrease in accidents (from 6.7 to 3.7 accidents/year; sample of 8 sites)
Textured Pavements	• Can reduce vehicle speeds over extended length • If designed well, adds aesthetic value • Can calm two intersecting streets	• Generally expensive, varies by materials • Can make crossings difficult for wheelchair users if on crosswalks	• No data compiled on effects of textured pavements
Traffic Circles	• Effective in moderating speeds and improving safety • Adds aesthetic value • Can calm two intersecting streets	• Difficult for large vehicles to navigate • Circulating lane should avoid encroaching on crosswalks • May require removal of some on-street parking • Requires maintenance	• 11% decrease in 85th percentile speeds (from 34.1 to 30.2 mph; sample of 45 sites) • 73% decrease in accidents (Seattle data; from 2.2 to 0.6 accidents/year; sample of 130 sites) • 29% decrease in accidents (excluding Seattle data; from 5.9 to 4.2 accidents/year; sample of 17 sites)

Measure	Advantages	Disadvantages	Effectiveness
Chokers	• Easily navigable by large vehicles • Adds aesthetic value if designed well • Reduces speeds and volumes	• Limited speed reduction due to lack of vertical or horizontal deflection • May require bicyclists to briefly merge with traffic • May require removal of some on-street parking	• 7% decrease in 85th percentile speeds (from 34.9 to 32.3 mph; sample of 7 sites)
Short Median (Center Narrowing)	• Increases pedestrian safety • Adds aesthetic value if designed well • Reduces traffic volumes	• Limited speed reduction effect without vertical or horizontal deflection • May require removal of some on-street parking	• 7% decrease in 85th percentile speeds (from 34.9 to 32.3 mph; sample of 7 sites)
Bike Lanes	• Discourages high speeds • Easily navigable by large vehicles, except under heavy traffic conditions	• Requires careful design to prevent drivers from deviating out of the lane	• No data compiled on the effects of bike lanes
Chicanes	• Discourages high speeds • Navigable by large vehicles under typical conditions	• Curb realignment and landscaping can be costly • May require removal of some on-street parking	• No data compiled on effects of chicanes

Measure	Advantages	Disadvantages	Effectiveness
Closures	• Maintains pedestrian and bicycle access • Very effective in reducing traffic volume	• Legal procedures needed for street closures • Causes circuitous routes for locals and emergency vehicles • May be expensive • May limit business access	• 44% decrease in traffic volume, or 671 fewer vehicles per day (sample of 19 sites)
Diverters	• Redirects streets without full closure • Maintains pedestrian and bicycle access • Reduces traffic volumes	• Causes circuitous routes for locals and emergency vehicles • May be expensive • May require reconstruction of corner curbs	• 35% decrease in traffic volume, or 501 fewer vehicles per day (sample of 27 sites)
Realigned Intersections	• May reduce speeds and improve safety at commonly ignored T-intersections	• Curb realignment can be costly • May require additional right-of-way (ROW)	• No data compiled on effects of realigned intersections

2. DESCRIPTION OF MEASURES

a. Speed Humps

- **Purpose**: Reduce vehicle speeds, especially on residential streets.
- **Placement**: Suitable for low- to moderate-speed residential and collector streets; often placed mid-block on long stretches to control speeds.
- **Design Considerations**: Typically, 12 to 14 feet in length and 3 to 4 inches in height. MUTCD-compliant signage and reflective markings are essential for nighttime visibility and compliance.

b. Raised Crosswalks

- **Purpose**: Improve pedestrian safety and reduce vehicle speeds at pedestrian crossings.
- **Placement**: Effective near schools, parks, and community centers; often installed at crosswalks in areas with high pedestrian traffic.
- **Design Considerations**: Built with a gentle slope to allow comfortable pedestrian access. Reflective markings and signage are required for visibility. Impacts on drainage must be carefully managed.

c. Textured Pavements

- **Purpose**: Alert drivers to a change in the roadway, encouraging slower speeds.
- **Placement**: Often used in high-visibility or central areas, such as intersections or pedestrian plazas.
- **Design Considerations**: Pavement materials (e.g., cobblestone, brick) should be durable and compatible with local weather conditions. Textured pavements require additional maintenance and may affect wheelchair users, so careful design is essential.

d. Traffic Circles

- **Purpose**: Reduce vehicle speeds and enhance safety at intersections.
- **Placement**: Ideal for low-speed residential intersections, where space allows.
- **Design Considerations**: Requires clear central landscaping or signage. The circulating lane should be designed to accommodate emergency vehicles and avoid crosswalk encroachment. Removal of on-street parking may be necessary to ensure smooth traffic flow.

e. Chokers (Curb Extensions)

- **Purpose**: Narrow the roadway to reduce vehicle speeds and improve pedestrian safety.
- **Placement**: Commonly installed at pedestrian crossings or mid-block on residential streets.
- **Design Considerations**: Extensions must be visible and use reflective materials. Design must accommodate drainage, and signage indicating narrowed lanes can improve driver awareness.

f. Short Medians (Center Island Narrowing's)

- **Purpose**: Slow traffic by narrowing travel lanes, often at pedestrian crossings.
- **Placement**: Useful mid-block on streets with high pedestrian activity, such as

near schools or community areas.

- **Design Considerations**: Reflective signage should indicate the narrowing. Adequate space should be provided for pedestrian refuge if near crosswalks, and design should maintain road drainage.

g. Bike Lanes

- **Purpose**: Provide dedicated space for cyclists, reducing conflicts with motor vehicles and promoting lower vehicle speeds.
- **Placement**: Appropriate on residential streets with mixed vehicular and bicycle traffic.
- **Design Considerations**: Clear pavement markings and signage are essential. MUTCD-compliant reflective materials improve nighttime visibility, and markings should be maintained regularly.

h. Chicanes (Lateral Shifts)

- **Purpose**: Create a winding path to slow vehicle speeds by introducing lateral deflections.
- **Placement**: Effective on residential streets with long, straight segments that encourage speeding.
- **Design Considerations**: Curb realignment and landscaping can enhance visual appeal but may be costly. Ensure designs allow large vehicles to maneuver, and reflective materials improve visibility.

i. Closures

- **Purpose**: Limit vehicle access to specific areas, effectively eliminating cut-through traffic.
- **Placement**: Used in neighborhoods where traffic volume reduction is essential, but pedestrian and bicycle access remain important.
- **Design Considerations**: Requires clear signage for rerouting traffic. Ensure alternative emergency vehicle access is maintained.

j. Diverters

- **Purpose**: Redirect vehicle flow, discouraging through traffic while maintaining access for residents.
- **Placement**: Useful at intersections were reducing cut-through traffic is necessary.
- **Design Considerations**: Requires clear signage to indicate new routing, along with reflective materials for visibility. Emergency vehicles need access consideration.

k. Realigned Intersections

- **Purpose**: Improve safety at intersections by encouraging slower, more controlled turning movements.
- **Placement**: Effective at intersections where high-speed turns are a concern, often at T-intersections.
- **Design Considerations**: Realignment requires careful planning to avoid encroaching on existing properties. Ensure clear signage and visibility markings for drivers.

3. APPLICABILITY AND ACCEPTABILITY CRITERIA

Note: The information in this appendix is based on guidance and performance data from the Florida Department of Transportation (FDOT).

The following table shows the suitability of each traffic calming measure for different road types, speed environments, and common area uses. This table can be used as a quick reference to identify measures best suited for specific contexts.

Traffic Calming Measure	Residential Streets	Collector Streets	Near Schools or Parks	Low-Speed Areas (<25 mph)	Moderate-Speed Areas (25-35 mph)
Speed Humps	✓	(limited use)			
Raised Crosswalks					
Textured Pavements					
Traffic Circles					
Chokers (Curb Extensions)					
Short Medians					
Bike Lanes					
Chicanes (Lateral Shifts)					
Closures					
Diverters					
Realigned Intersections					

Evaluation and Monitoring

To ensure traffic calming measures achieve their intended goals, it's essential to have a clear evaluation and monitoring process. Regular assessments allow the municipality to determine effectiveness, make adjustments, and gather data for future projects.

a. **Establish Baseline Data**:

- **Purpose**: Collect data on current conditions, such as average vehicle speeds, traffic volumes, and accident rates, to serve as a baseline before implementing any traffic calming measures.
- **Approach**: Use radar speed trailers, traffic counters, and police reports to gather quantitative data. Conduct surveys or interviews with residents for qualitative insights.

b. **Performance Metrics**:
- **Speed Reduction**: Measure reductions in the average and 85th percentile vehicle speeds.
- **Traffic Volume Changes**: Track any changes in traffic volume to determine if cut-through traffic has been reduced.
- **Accident Rates**: Monitor accident frequency and severity, especially in areas near schools and high pedestrian activity.
- **Community Satisfaction**: Gauge resident feedback on improvements in safety and quality of life.

c. **Post-Implementation Studies**:
- **Purpose**: Conduct studies immediately after implementation and at regular intervals (e.g., 6 months and 1 year) to assess the initial and sustained impact of the measures.
- **Approach**: Use radar speed monitoring, pedestrian counts, and traffic volume assessments to evaluate effectiveness. These studies should be repeated annually or after any significant modifications.

d. **Resident Feedback**:
- **Purpose**: Collect community feedback post-implementation to understand the subjective impact of the measures.
- **Approach**: Distribute follow-up surveys, host neighborhood meetings, or set up an online feedback form. Include questions about perceived safety, noise, and overall satisfaction with the changes.

e. **Adjustments Based on Results**:
- **Purpose**: Use evaluation results to make data-driven adjustments to the implemented measures.
- **Approach**: If targets are not met (e.g., insufficient speed reduction or volume control), consider modifying the measures or adding supplemental solutions. Re-evaluate any new modifications.

f. **Report Findings and Transparency**:
- **Purpose**: Regularly update the community and stakeholders on the findings of evaluations.
- **Approach**: Publish evaluation reports, including data trends and community feedback summaries, on the city's website. Use public meetings or newsletters to discuss findings and the next steps.

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:	Kerlyne McHenry, Interim Public Works Director
VIA:	Andrew Plotkin, Interim City Manager
DATE:	July 15, 2025

RE: Resolution No. R2025-97 Authorizing Public Works to Address Urgent Traffic Concerns by Implementing Certain Traffic Calming Measures (Kerlyne McHenry, Interim Public Works Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Resolution

City of North Miami Beach, Florida

Public Works Department

TO: Andrew Plotkin, City Manager (Interim); Mayor & Commissioners

FROM: Kerlyne McHenry, Public Works Director (Interim)

CC: Aurelio Carmenates, CIP Director; Gregory Christian, Interim City Engineer

DATE: June 13, 2025

SUBJECT: Request for Authorization to Implement Traffic Calming Measures Without 2/3 Resident Consensus in High-Risk Areas

---

Purpose:
This memo requests authorization for the Public Works Department to implement traffic calming measures without the standard requirement of a two-thirds (2/3) resident consensus in cases where urgent safety concerns or traffic engineering justifications exist.

Background:
Neighborhood traffic calming programs are an effective way for residents to address concerns related to vehicle speed and traffic volumes on residential streets. These programs are typically resident-driven, with traffic calming initiatives requiring a petition supported by at least two-thirds (2/3) of adjacent property owners within 1,000 feet of the affected block. This participatory process ensures that traffic calming solutions are community-supported and meet the needs of residents and local businesses.

Discussion:
While public participation and consensus are key components of neighborhood traffic calming, there are circumstances where safety considerations warrant a more expedited response. High-risk locations—such as areas near schools, hospitals, parks, or zones with heavy pedestrian activity—may demand swift intervention to prevent accidents, injuries, or fatalities. Additionally, professional engineering studies may reveal traffic conditions that require immediate calming measures to mitigate safety risks.

Request:
We are requesting that the Public Works Department be granted the authority to implement traffic calming measures without the standard 2/3 consensus requirement under the following conditions:

- The street is identified as high-risk due to a history of speeding, accidents, or near-miss incidents.
- The location is within close proximity to schools, hospitals, or high pedestrian traffic areas.
- An engineering traffic study has been conducted that justifies the need for immediate traffic

calming intervention.

Conclusion:
Granting this authority will enhance the Department's ability to respond promptly to verified safety concerns, while maintaining the integrity of the broader community engagement process in less urgent scenarios. This exception would only be applied where supported by clear evidence and professional judgment.

We appreciate your consideration of this request and welcome any further discussion on criteria and safeguards to ensure responsible implementation.

RESOLUTION NO. R2025-XX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, TO AUTHORIZE THE PUBLIC WORKS DEPARTMENT TO ADDRESS URGENT TRAFFIC CONCERNS BY IMPLEMENTING CERTAIN TRAFFIC CALMING MEASURES; AND PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS neighborhood traffic calming programs are an effective way for residents to address concerns related to vehicle speed and traffic volumes on residential streets; and

WHEREAS these programs are typically resident-driven, with traffic calming initiatives requiring a petition supported by at least two-thirds (2/3) of adjacent property owners within 1,000 feet of the affected block; and

WHEREAS certain circumstances require a more immediate response, such as high-risk locations, such as areas near schools, hospitals, parks, or zones with heavy pedestrian activity, or where professional engineering studies reveal traffic conditions that require immediate calming measures to mitigate safety risks; and

WHEREAS the City of North Miami Beach City Commission seeks to authorize the Public Works Department to implement traffic calming measures in certain high-risk circumstances, without the required approval of two-thirds (2/3) of adjacent property owners within 1,000 feet of the affected block.

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

Section 1. The aforementioned recitals are true and correct.

Section 2. The City hereby authorizes the Public Works Department to implement traffic calming measures without the need for approval of two-thirds (2/3) of adjacent property owners within 1,000 feet of the affected block in certain high-risk situations, such as: (i) where there is a history of speeding, accidents or near-miss incidents; (ii) where the location is within close proximity to schools, hospitals, or high pedestrian traffic areas; or (iii) where an engineering traffic study has been conducted which justifies the need for immediate traffic calming intervention.

Section 3. 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 Interim City Manager without further process.

Section 4. 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 5. This Resolution shall take effect immediately upon adoption.

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

Consent Agenda
9.14.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Commissioner Lynn Su
VIA:	Andrew Plotkin, Interim City Manager
DATE:	July 15, 2025

RE: Resolution No. R2025-98 Directing Staff to Research for Claiming Uncollected Community Development Block Grant Funds from Miami Dade County (Commissioner Lynn Su)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution

RESOLUTION NO. R2025-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, DIRECTING CITY STAFF TO RESEARCH AND IDENTIFY ANY UNCLAIMED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM MIAMI-DADE COUNTY; AND DIRECTING THE INTERIM CITY MANAGER TO COORDINATE RESEARCH AND COLLECTION EFFORTS; AND PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Miami-Dade County ("County") allocates certain community development block grants to municipalities within the County for the purpose of community development; and

WHEREAS, the City of North Miami Beach is a participant in the Urban County Community Development Block Grant Program for Fiscal Years 2024, 2025, and 2026, by execution of the Urban Qualification Cooperation Agreement with Miami-Dade County; and

WHEREAS, certain community development block grants may have been allocated by the County to the City and, to date, some of such community development block grants allocated for the City may have gone uncollected; and

WHEREAS, the City Commission is desirous of claiming such uncollected community development block grant funds.

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.

Section 2. The City Commission directs the City's staff to research procedures for claiming uncollected community development block grant funds.

Section 3. The Interim City Manager or designee is directed to coordinate such efforts, including efforts related to collection of uncollected community development block grant funds.

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

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

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

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

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **15th** day of **July 2025.**

RESOLUTION NO. R2025-XX

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: Commissioner Lynn Su

Consent Agenda
9.15.

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:	Ian Fors, Interim Parks and Recreation Director
VIA:	Andrew Plotkin, Interim City Manager
DATE:	July 15, 2025

RE: Resolution No. R2025-99 Approving and Authorizing an Agreement with Miami Dade County to Provide Water Safety Education and Instruction Services Under the Zero Drownings Miami Dade Program (Ian Fors, Interim Parks and Recreation Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution
- Draft Agreement
- Staff Report

RESOLUTION NO. 2025-

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING AN AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF NORTH MIAMI BEACH TO PROVIDE WATER SAFETY EDUCATION AND INSTRUCTION SERVICES UNDER THE ZERO DROWNINGS MIAMI-DADE PROGRAM; 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, Miami-Dade County launched the Zero Drownings Miami-Dade Program, a community-wide swimming and water safety initiative focusing on children ages four and five, funded by The Children's Trust and managed by The Miami Foundation; and

WHEREAS, the Miami-Dade County Parks, Recreation and Open Spaces Department is responsible for administering the program through coordination with municipal and private pool operators and certified instructors; and

WHEREAS, the City of North Miami Beach wishes to partner with Miami-Dade County and participate in the program by offering instructional swimming and water safety education services at its municipal pool facilities; and

WHEREAS, the City Commission desires to authorize the City Manager to execute an Agreement with Miami-Dade County to provide these services, thereby enhancing the City's commitment to public safety, drowning prevention, and youth development; and

WHEREAS, the program aligns with the City's strategic goals of fostering a safe and healthy community through meaningful partnerships and inclusive recreational programming.

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

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

Section 2. The City Commission hereby approves and authorizes the City Manager to execute the Agreement with Miami-Dade County for the City's participation in the Zero Drownings Miami-Dade Program, in substantially the form attached hereto and made a part hereof.

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

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

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

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

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

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **15th day of July 2025**.

ATTEST:

ANDRISE BERNARD, MMC	MICHAEL JOSEPH
CITY CLERK	MAYOR

(CITY SEAL)

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

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

AGREEMENT BETWEEN MIAMI-DADE COUNTY AND CITY OF NORTH MIAMI BEACH FOR WATER SAFETY EDUCATION AND INSTRUCTION SERVICES AS PART OF THE ZERO DROWNINGS MIAMI-DADE PROGRAM

This Agreement ("Agreement") is made and entered by and between Miami-Dade County, a political subdivision of the State of Florida ("County"), and the City of North Miami Beach, a political subdivision of the State of Florida ("City") (each a "Party" and collectively referred to as the "Parties") and states conditions and covenants for the rendering of services as part of the Zero Drownings Miami-Dade Program.

RECITALS

WHEREAS, on May 21, 2024, Resolution No. R-455-24, the Board of County Commissioners approved Miami-Dade County's participation in the Zero Drownings Miami-Dade Program ("Program"); and

WHEREAS, the Program is being implemented in coordination with a fiscal agent, The Miami Foundation, and with funding from The Children's Trust, and is a large scale community-wide swimming program that supports young children (with a focus on children ages four and five) with the goal of ensuring children have water competency skills to prevent drownings; and

WHEREAS, the Miami-Dade County Parks, Recreation and Open Spaces Department ("PROS") is responsible for the operation and coordination of the Program, including, but not limited to, recruiting, reviewing, and approving the qualifications of municipal and private pool operators and certified swim instructors and lifeguards to secure their participation in the Program as swim providers; and

WHEREAS, the City has a municipal swimming pool and wishes to participate in the Program as a swim provider; and

WHEREAS, on_____, via Resolution No. R-_____, the North Miami Beach City Commission authorized the City Manager to enter into this Agreement so that the City may participate in the Program; and

WHEREAS, the Parties desire to enter into this Agreement authorizing the City to provide water safety instruction and education classes for children participating in the Program, as more specifically provided for herein; and

WHEREAS, the Parties may have previously entered into an agreement for the provision of water safety instruction and education classes for children (hereinafter referred to as the "Original Agreement"), and following the full execution of this Agreement by the Parties, the Original Agreement, if applicable, shall be terminated without the necessity of further action by the Parties; the terms of this Agreement shall supersede the terms in the Original Agreement, and in the event of any conflict between the Original Agreement and this Agreement, the terms of this Agreement shall control.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2. **Board** means the Board of County Commissioners of Miami-Dade County, Florida.

1.3. **Code** means the Miami-Dade County Code of Ordinances.

1.4. **Contract Administrator** means the Director of the County's Parks, Recreation and Open Spaces Department, the Chief of the Office of Drowning Prevention, or such other person designated by the County's Parks, Recreation and Open Spaces Director in writing.

1.5. **Designated Representative** means the individual authorized by a party to act on that party's behalf.

1.6. **Fiscal Agent for the Program or Fiscal Agent** means the Miami Foundation.

1.7. **Notice to Proceed** means a written authorization to proceed with a project, phase, or task, issued by the Contract Administrator.

1.8. **Program Participant** means the four, five, or six year old student participating in the Program as coordinated and identified by the County.

1.9. **Services** means all work required of City under this Agreement, including without limitation all deliverables, consulting, training, project management, other services specified in the Scope of Services attached as Exhibit A.

1.10. **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of Section 2-8.1.1.1.1 of the Code of Miami-Dade County.

1.11. **Subcontractor** means an entity or individual providing Services for the Program through the City. The term "Subcontractor" includes all subconsultants.

1.12. **Office of Drowning Prevention** means the County coordinating agency for water safety instruction and awareness in Miami-Dade County.

1.13. **Cohort** means a child who participates in at least one in-water class (30 minutes) during the up to ten class session.

1.14. **Session** means a two (2) week period consisting of up to ten 30-minute swim classes. Payment will be provided per cohort per session.

ARTICLE 2. EXHIBITS

Exhibit A	**Scope of Services**
Exhibit B	**Affidavit of Criminal Background Screening**
Exhibit C	**Minimum Insurance Coverages**
Exhibit D	**Human Trafficking Affidavit**

ARTICLE 3. SCOPE OF SERVICES

3.1. Scope of Services. The Parties shall perform all Services, including, without limitation, the work specified in Exhibit A (the "Scope of Services"). The Scope of Services is a description of City's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by the County or the City impractical, illogical, or unconscionable.

3.2. The Contract Administrator and Designated Representative may amend the class schedule, location(s), and fee schedule set forth in Exhibit A in a written document signed by both Parties, which shall be incorporated into and made a part of this Agreement.

3.3. The Parties acknowledge that neither the Contract Administrator nor the Parties' respective Designated Representatives have authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement except as expressly set forth in this Agreement.

3.4. Prior to any Services being provided under this Agreement, City shall require the Program Participants (parent/legal guardian for minors) to have executed approved waiver(s), indemnity, and release of liability forms in the Zero Drownings Miami-Dade Management Information System. Any student whose parent/legal guardian has not completed the necessary waiver(s), indemnity, and/or release of liability may not participate in the Program and no payment for such student will be approved.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. This Agreement begins on the date it is fully executed by the Parties ("Effective Date") and continues through September 30, 2025 ("Initial Term"), unless earlier terminated or extended as provided for in this Agreement. Subject to agreement by the Parties and available funding for the Program, this Agreement will be in place during the Effective Term of this Agreement and may be renewed twice, each for a one-year period, through September 2027. Certain provisions of this Agreement, as specified herein, shall survive the expiration of this Agreement.

The Parties expressly acknowledge and agree that this Agreement is dependent on funding being provided by The Children's Trust and other funders and in the event that such funds on which

the Agreement is dependent do not materialize or are reduced or withdrawn, the City shall be notified immediately, the Agreement may be terminated, and the Parties have no further liability to each other.

4.2. Time of the Essence. Time is of the essence for the Parties performance of the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. COMPENSATION

5.1. **Maximum Amounts.**

The County will not issue payment directly to the City under this Agreement. All requests for reimbursement, in an amount as set forth in Exhibit A, must be submitted by the City via email to both the Office of Drowning Prevention for review, attention: James O'Connor at james.oconnor@miamidade.gov, and the Fiscal Agent for the Program, attention: Tiffany Wilson-Worley, The Miami Foundation, 40 NW Third Street, Suite 305 Miami, Florida 33128 at twilsonworsley@miamifoundation.org. The Miami Foundation payment is subject to review by the Office of Drowning Prevention prior to finalizing payment. The City shall be reimbursed for Services performed and completed pursuant to this Agreement as set forth in Exhibit A, Scope of Services.

5.2. The Parties will attempt in good faith to resolve any dispute for payment arising out of or in relation to this Agreement through negotiations between the Chief, Office of Drowning Prevention and City's Designated Representative with authority to settle the relevant payment dispute. Performance by City under this Agreement shall continue during any dispute resolution regarding payment owed to City by County.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. Representation of Authority. The Parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable obligation of each respective Party, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that the Parties have with any third party or violates Applicable Law. The Parties further represent and warrant that execution of this Agreement is within their respective legal powers, and each individual executing this Agreement on behalf of each Party is duly authorized by all necessary and appropriate action to do so on behalf of their respective Party and does so with full legal authority.

6.2. Contingency Fee. The Parties represent that they have not paid or agreed to pay any person or entity, other than a bona fide employee working solely for themselves, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.3. Truth-In-Negotiation Representation. City's compensation under this Agreement is based upon its representations to County, and City certifies that the wage rates, factual unit costs, and

other information supplied to substantiate City's compensation, including without limitation those made by City during the negotiation of this Agreement, are accurate, complete, and current as of the date City executes this Agreement. City's compensation may be reduced by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for City's compensation in this Agreement.

6.4. Public Entity Crime Act. N/A

6.5. Claims. The Parties represent and warrant to each other that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to each Party's respective knowledge, threatened against or affecting such Party, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of such Party to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of such Party or on the ability of such Party to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6.6. Verification of Employment Eligibility. The City represents that the City and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If City violates this section, County may immediately terminate this Agreement for cause and City shall be liable for all costs incurred by County due to the termination.

6.7. Human Trafficking. N/A

6.8. Contracting with Entities of Foreign Countries of Concern Prohibited. By entering into this contract, the Parties affirm that they are not in violation of section 287.138, Florida Statutes, titled "Contracting with Entities of Foreign Countries of Concern Prohibited." By submitting a bid, quote, or other response, or otherwise entering into, a contract for these services, the City affirms that it is not in violation of section 287.138, Florida Statutes, titled "Contracting with Entities of Foreign Countries of Concern Prohibited." This affirmation by the City shall be in the form attached to this contract as Attachment E.

6.9. Warranty of Performance. City represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. City represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such services.

6.10. Breach of Representations. the Parties acknowledge that they are each materially relying on the representations, warranties, and certifications stated in this Article, and each Party shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further obligation to the non-terminating Party; (c) set off from any amounts due City the full amount of any damage incurred; and (d) debarment of the respective Party.

ARTICLE 7. INDEMNIFICATION

Subject to the limitations, and without waiver, of Section 768.28, Florida Statutes, as may be applicable, City shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers and employees (collectively, "County Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, (excluding attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings), raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by City, or any intentional, reckless, or negligent act or omission of City, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). However, nothing herein shall be deemed to indemnify the County from any liability or claim arising out of the negligent performance or failure of performance of the County or any third party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

Subject to the limitations, and without waiver, of Section 768.28, Florida Statutes, as may be applicable, County shall indemnify, hold harmless, and defend City and all of City's current, past, and future officers and employees (collectively, "City Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind (excluding attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings) raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by County, or any intentional, reckless, or negligent act or omission of County, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). However, nothing herein shall be deemed to indemnify the City from any liability or claim arising out of the negligent performance or failure of performance of the City or any third party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 8. INSURANCE

8.1. Throughout the Term, City shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C, Minimum Insurance Requirements, in accordance with the terms and conditions of this Article. City shall maintain insurance coverage against claims relating to any act or omission by City, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this Article.

8.2. City shall ensure that "Miami-Dade County" is listed and endorsed as an additional insured as stated in Exhibit C on all policies required under this Article.

8.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, as may be requested by County, City shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required under this Article. If and to the extent requested by County, City shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

8.4. City shall ensure that all insurance coverages required by this Article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required by City has been completed, as determined by Contract Administrator. City or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

8.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

8.6. If City maintains broader coverage or higher limits than the insurance requirements stated in Exhibit C, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by City.

8.7. City shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. City shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require City to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. City agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and City agrees to obtain same in endorsements to the required policies.

8.8. Unless prohibited by the applicable policy, City waives any right to subrogation that any of City's insurers may acquire against County and agrees to obtain same in an endorsement of City's insurance policies.

8.9. City shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of City under this Article. City shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies. City shall not permit any Subcontractor to provide Services unless and until all applicable requirements of this Article are satisfied.

8.10. If City or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to City. If requested by County, City shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this Article.

8.11. If any of the policies required under this Article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit C; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, City must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit C.

ARTICLE 9. TERMINATION

9.1. Termination for Cause. This Agreement may be terminated by either Party for cause if the non-terminating Party is in breach of this Agreement and has not corrected the breach within ten (10) days after receipt of written notice from the Party identifying the breach. This Agreement may be terminated for cause by either Party for reasons including, but not limited to, any of the following:

9.1.1. the non-terminating Party'sfailure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement;

9.1.2. Repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices to the Fiscal Agent for the Program; and/or

9.1.3 Any breach of the non-terminating Party's representations as set forth in Article 6.

Such termination for cause shall be made in writing by the respective Party's Designated Representative. If either Party erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 9.2 effective sixty (60) days after such notice was provided and the Parties shall be eligible for the compensation provided in Section 9.2 as its sole remedy.

9.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by either party. Termination for convenience by either party shall be

effective on the termination date stated in written notice provided by the terminating party, which termination date shall be not less than sixty (60) days after the date of such written notice. If this Agreement is terminated by County pursuant to this section, City shall be paid for any Services properly performed under the Agreement through the termination date specified in the written notice of termination, subject to any right of County to direct the Fiscal Agent for the Program to retain any sums otherwise due and payable. Neither Party shall be responsible for any claims by the non-terminating Party for loss of business or profit resulting from any termination for convenience.

9.3. Notice of termination shall be provided in accordance with Article 12.9, "Notices", of this Agreement except that notice of termination by either Party to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4. In the event this Agreement is terminated for any reason, any amounts due City up to the effective date of such termination shall be withheld by the Fiscal Agent for the Program, per the directive of the County until all documents are provided to County pursuant to Article 5.

ARTICLE 10. CRIMINAL BACKGROUND SCREENING

10.1. City shall conduct a Level 2 criminal background screening as provided in this Article on its employees and any Subcontractor who will be providing any Services under this Agreement prior to the performance of the Services. Only those with satisfactory results and no findings will be eligible to provide services under this Agreement.

10.2. Services provided by a Subcontractor.

10.2.1. In the event City utilizes a Subcontractor to perform any Services under this Agreement, and the Subcontractor is a County-approved Office of Drowning Prevention vendor, City shall not be required to perform criminal background screening under this Agreement on any Subcontractor's employees who have been background screened pursuant to the requirements set forth in the Subcontractor's agreement with County, and deemed eligible to provide Services.

10.2.2. In the event City utilizes a Subcontractor to perform any Services under this Agreement who is not an approved Office of Drowning Prevention vendor, City shall comply with the criminal background screening requirements set forth in this Article. City shall furnish to the Contract Administrator and The Miami Foundation, an Affidavit, in the form attached hereto as Exhibit B, affirming that the individuals of such Subcontractor listed in the Affidavit have been background screened as required in this Article relative to sexual predator and sexual offender checks and have been deemed eligible by City to provide Services under this Agreement. City's monthly Affidavit for Subcontractors shall update information from the previously submitted Affidavits by including the names of persons who have previously been deemed eligible as provided for above, and, when applicable, specifically deleting persons no longer providing Services under this Agreement or identifying new persons providing Services for City under this Agreement

who have been background screened as required by this subsection and deemed eligible to provide the Services. The Contract Administrator may, in his or her discretion, permit City to furnish the monthly Affidavit in an electronic format.

10.3. City's criminal background screening shall, at a minimum, include screening to prohibit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators website or the United States Department of Justice, National Sex Offender public website from providing any Services for City at the site. City's employees and any Subcontractor's employees subject to the criminal background screening under this Agreement shall be rescreened annually based on the date of initial screening.

10.4. City shall maintain copies of the results of the criminal background screening required under this Article for the entire Term and promptly forward copies of same to County, upon its request.

10.5. In the event City obtains, or is provided, supplemental criminal background information, including police reports and arrest information, which potentially disqualifies a person previously deemed eligible by City to provide Services under this Agreement, City shall take immediate action to review the matter and provide its findings to County within 24 hours of City's receipt of such information; however, during such review time and until a determination of eligibility is made by City based on the requirements of this Article, City shall immediately cease allowing the person to provide any Services. Additionally, City shall be required to inform all persons who have been background screened, pursuant to this Article and who are providing any Services under this Agreement, to notify City within twenty-four (24) hours of any arrest related to violence or sexual misconduct which has occurred after the person was deemed eligible to provide Services.

10.6. City shall, by written contract, require any Subcontractor providing Services under this Agreement to agree to the requirements and obligations under this Article.

10.7. County may terminate this Agreement immediately for cause, with notice provided to City in accordance with Article 12.9, "Notices", of this Agreement, for a violation related to City's failure to comply with the required background screening on its employees or any Subcontractor who will be providing Services under this Agreement. City will not be subject to immediate termination in the event County determines a violation of this Article was outside the reasonable control of City, and City has demonstrated to County compliance with the requirements of this Article.

ARTICLE 11. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

11.1. No Party may discriminate based on race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. City shall comply with all applicable County equal opportunity policies and requirements, including but not limited to the requirements of Chapter 11A of the County's Code of Ordinances. City shall include the foregoing or similar

language in its contracts with all Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

11.2. Failure by City to carry out any of the requirements of this Article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement or Applicable Law, all such remedies being cumulative.

ARTICLE 12. MISCELLANEOUS

12.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with City to manage and supervise the performance of this Agreement. City acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Miami-Dade County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in this Code or the Code of Miami-Dade County, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

12.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created in connection with this Agreement are and shall remain the property of County, and, if a copyright is claimed, City grants to County a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by City in connection with performing Services, whether finished or unfinished ("Documents and Work"), shall be owned by County, and City hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by City to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to City may be withheld until all Documents and Work are received as provided in this Agreement. City shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

12.3. Public Records. Notwithstanding anything else in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If City is acting on behalf of County as stated in Section 119.0701, Florida Statutes, City shall:

12.3.1. Keep and maintain public records required by County to perform the Services.

12.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

12.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

12.3.4. Upon expiration of the Term or termination of this Agreement, transfer to County, at no cost, all public records in possession of City or keep and maintain public records required by County to perform the services. If City transfers the records to County, City shall destroy any duplicate public records that are exempt or confidential and exempt. If City keeps and maintains the public records, City shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If City receives a request for public records regarding this Agreement or the Services, City must immediately notify the Contract Administrator in writing and provide all requested records to the County to enable the County to review such records prior to production by the City. City will respond to all such public records requests directed to the City.

City must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that City contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which City asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, City must, simultaneous with the submission of any Restricted Material, provide a sworn affidavit from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, City must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by City as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by City, or the claimed exemption is waived. Any failure by City to strictly comply with the requirements of this section shall constitute City's waiver of County's obligation to treat the records as Restricted Material. City must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, (excluding attorneys' fees, litigation expenses, and court costs), relating to nondisclosure of Restricted Material in response to a third-party request.

IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE MIAMI-DADE COUNTY PARKS, RECREATION AND OPEN SPACES DEPARTMENT, ATTN: MR. DAVID LIVINGSTONE, (305) 755-7824, dcl@miamidade.gov, 275 NW 2ND STREET, 5TH FLOOR, ROOM 555, MIAMI, FL 33128-1719.

12.4. Audit Rights and Retention of Records. Not Applicable.

12.5. Independent Contractor. City is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

12.6. Regulatory Capacity. Notwithstanding the fact that the Parties are political subdivisions with certain regulatory authority, the Parties' respective performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If either Party exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to such Party's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to the Parties as a Party to this Agreement.

12.7. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement.

12.8. Third-Party Beneficiaries. Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

12.9. Notice and Payment Address. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for City. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:
Director
Miami-Dade County Parks, Recreation and Open Spaces Department
275 N.W. 2nd Avenue
Miami, Florida 33128

FOR CITY:
North Miami Beach Finance Director
17011 NE 19th Ave
City Hall – 3rd
North Miami Beach, FL 33162
Email address: sben-shosan@citynmb.com

12.10. Assignment and Performance. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence. City represents that each person and entity that will provide Services under this Agreement is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. City agrees that all Services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such Services

12.11. Conflicts. Neither City nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with City's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of City's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or City is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude City or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If City is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, City shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as City.

12.12. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of

this Agreement, and each is, therefore, a material term. County'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 shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

12.13. Compliance with Laws. City and the County must comply with all Applicable Laws, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, FS Section 287.138, and the requirements of any applicable grant agreements.

12.14. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

12.15. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

12.16. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or Article of this Agreement, such reference is to the section or Article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or Article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

12.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an Article or section of this Agreement, the Article or section shall prevail and be given effect.

12.18. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. 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 Miami-Dade County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, 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. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

12.19. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and City.

12.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

12.21. Financial Statements and Management Letters. Not Applicable.

12.22. Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the Party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the Party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

12.23. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

12.24. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

12.25. Use of County or Zero Drownings Miami-Dade Name or Logo. City shall not use the County's or Zero Drownings Miami-Dade's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator or as otherwise required by this Agreement.

12.26. Marketing and publicity. City agrees to adhere to marketing and publicity policies or requests made by the County and/or the Program partners to promote the Zero Drownings Miami-Dade Program.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement:

COUNTY

MIAMI-DADE COUNTY, a political
Subdivision of the State of Florida

By: _____
Roy Coley
Chief Utilities and Regulatory Services Officer
Office of Mayor Daniella Levine Cava

Date:_____

Approved as to Insurance
Requirements:

By:_____
Risk Management

Approved as to Form and
Legal Sufficiency:

By:_____
Assistant County Attorney

ATTEST: Juan Fernandez-Barquin,
Clerk of the Court and
Comptroller

By: _____
(Deputy Clerk Signature)

Print Name: _____

Date: _____

ATTEST:

THE CITY OF NORTH MIAMI BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA

BY:_____
Andrise Bernard, MMC
City Clerk

BY:_____
Andrew Plotkin
Interim City Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

BY:_____
?
City Attorney

APPROVED AS TO INSURANCE REQUIREMENTS:

BY:_____
Jacob Newman
HR & Director of Risk Management

Exhibit A
Scope of Services

A. **Services**. Any Services (classes) referenced in this exhibit to be provided by City under the terms of the Agreement shall be mutually agreed upon by Contract Administrator and City prior to commencement of the Services. The Services shall be provided by City at the locations specifically authorized under Section B.

1. **Child Water Safety Instruction Classes (during the school day).** For CAHSD Head Start Preschool Centers, The Children's Trust Thrive by 5 Preschool Centers, and M-DCPS Kindergarten Classes. Swim classes will be conducted in a Session over a two (2) week period designated by the Contract Administrator, unless another alternative schedule is mutually agreed upon by City and the Contract Administrator.

    a. Payment for the Child Water Safety Instruction Classes conducted during the school day, as provided in Section D, will be made by the Fiscal Agent for the Program to City on a reimbursement basis in accordance with the terms of the Agreement, within thirty (30) days following submittal by City of an invoice to the Fiscal Agent for the Program, and as approved by the Office of Drowning Prevention, utilizing the form provided by The Miami Foundation, and all required supporting documentation for payment including, but not limited to, the following:

        1. Attendance sheets, and Water Safety Skill sheets for each Program Participant, and session evaluations grouped by class. City is required to ensure all documents are completed by an authorized representative of the City prior to submitting to the Office of Drowning Prevention and shall be provided no later than ten (10) days following the last day of instruction for the applicable Session. Fiscal Agent's obligation to make payment to City is contingent upon County's verification of the supporting documentation provided with the invoice.

    b. The Children's Trust and The Miami Foundation requires the County to obtain the program information described above for each Program Participant and to enter the information into the Office of Drowning Prevention database to identify the population served. This information must be accessible to both organizations and is reliant upon the accuracy of information submitted by City.

B. **Services to be Provided and Location of Services**. City shall provide Services to eligible Program Participants identified and coordinated by the Office of Drowning Prevention during specified periods of time and may assign pool locations based on availability and conditions.

C. City shall provide the Services under the Agreement using American Red Cross Water Safety Instructors licensed or certified set forth in Chapter 514, Florida Statutes, and Rule

64E-9, Florida Administrative Code, administered by the State of Florida, Department of Health.

D. City shall provide a minimum of 30 minutes of water safety education and instruction for each class.

E. City's instructor to child ratios may not exceed one (1) instructor to six (6) children. City may use instructor aides to maximize effectiveness of instruction based on class size with the prior approval of the Contract Administrator; however, use of instructor aides shall not be included in City's instructor to child ratio requirement. Inclusion of children with disabilities may require a lower child to staff ratio.

F. City shall, at a minimum, provide one (1) lifeguard on the pool deck when classes are conducted. Lifeguards shall not be counted in City's instructor to child ratio requirement and shall meet all requirements set forth in Chapter 514, Florida Statutes, and Rule 64E-9, Florida Administrative Code, administered by the State of Florida, Department of Health.

G. City shall maintain compliance with the requirements for public swimming pools and bathing places set forth in Chapter 514, Florida Statutes, and Rule 64E-9, Florida Administrative Code, administered by the State of Florida, Department of Health.

H. **Communication and Reports.** City shall notify the Office of Drowning Prevention in advance, when possible, of any instance where a scheduled class is not conducted as a result of mechanical issues with the pool or pool heater, inclement weather forcing closure of the pool/facility, unsafe conditions preventing schools from attending a class, lack of appropriate staffing to conduct a class, or any other foreseeable or unforeseen circumstance.

In the event a participant is injured at the pool/facility while attending a class, City shall notify the Office of Drowning Prevention, as soon as possible, but no later than one (1) business day and shall provide a copy of the pool/facility's incident report to the Office of Drowning Prevention for its records.

The Office of Drowning Prevention may hold meetings annually to discuss any changes to the Zero Drownings Miami-Dade program. City shall be required to have a representative of the City attend these meetings, and if there is no representative available, the City shall be required to contact the Office of Drowning Prevention to obtain the information through alternative means.

I. **Incident Reporting:** An incident is defined as any actual or alleged event or situation that creates a significant risk of substantial or serious harm to the physical or mental heath, safety or well-being of a child participating in the program. Reportable incidents include, but are not limited to, allegations of abuse, neglect or exploitation of a child; injury of a participant; missing child or abandoned child; loss of property use for the program; or

destruction of property used in the program. Incident definitions can be found on the sample incident report form located on The Children's Trust website. The City and its employees are mandated to immediately report knowledge or reasonable suspicion of abuse, neglect or abandonment of a child, aged person or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (800.962.2873), as required by chapters 39 and 415, Florida Statues.

The City shall notify the County of any incident of which it become aware, as defined within three (3) calendar days after The City is informed of such incident. The notification must be in writing and include a copy of the incident report. The report must contain the following:

1. Name of reporter (person giving the notice)

2. Phone number where reporter can be contacted

3. Date, time and location of incident, provider involved

4. Complete description of incident and injuries, if any Police report and actions taken shall be submitted to the County within fifteen (15) calendar days of the incident. The City shall provide written notification to the County, within seven (7) calendar days of any legal action related to the incident.

J. **Children with Disabilities and Their Families.** The City shall comply with all relevant provisions of the Americans with Disabilities Act and other state, federal or local laws that mandate the accessibility of programs, services and benefits for persons with disabilities. The County also requires the City to implement reasonable programmatic accommodations to include children with disabilities and their families, whenever possible.

K. **Fee Schedule/Payment for Services.** Rates for reimbursement of the Services specified below shall be effective for the term of the Agreement, including any renewal term(s).

Services	Reimbursement Rate
Child Water Safety Instruction Classes during the school day	$40/Per Cohort (30 min class)
Special Needs Classes for children during the school day	$60/per Cohort (30 min class)
MAXIMUM AMOUNT NOT-TO-EXCEED UNDER THE AGREEMENT	$100,000/Year

Exhibit B
Affidavit under Penalty of Perjury for Level 2 Background Screenings

Affidavit under Penalty of Perjury Affirming Compliance with Background Screening for Provider Personnel, Volunteers, and Subcontracted Personnel, as applicable.

In accordance with sections 943.0542, 984.01, 39.001 and Chapters 435, and 402, Florida Statutes, and pursuant to the requirements of Paragraph R. Background Screening of this Contract, the undersigned affiant makes the following statement under oath and under penalty of perjury, which is a first-degree misdemeanor, punishable by a definite term of imprisonment not to exceed one year and/or a fine not to exceed $1,000, pursuant to sections 837.012 and 77.082, Florida

All full-time, part-time, contracted staff and volunteers, along with the staff and volunteers provided to the program by a subcontractor have been checked against The Dru Sjodin National Sex Offender Public Website http://www.nsopw.gov/eng. (Check must have taken place within 30 calendar days prior to the signing of this document.)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared (CEO/Executive Director) Authorized Provider

Representative of the City of North Miami Beach, who being by me first duly sworn, deposes and say:

I swear and affirm that the above-named contracted Provider is compliant with the requirements for personnel background screening detailed in this Agreement and section 943.0542, 984.01, Chapter 435, 402, 39.001, and 1012.465, Florida Statutes, as applicable, for all personnel having direct contact with children.

_____ _____
(Signature of CEO/Executive Director/HR Director Date

Sworn to and subscribed before me at Miami-Dade County, Florida this ____ day of _____, 20___ by _____

____ Who is personally known to me

___ Who produced identification: _____

Type of identification

_____

Signature of Notary Public

State of Florida at Large

Print, type or stamp name of notary public

My Commission Expires:

Exhibit C
Minimum Insurance Requirements

[USE FORM PROVIDED BY RISK, NOT CITY]

City of North Miami Beach, Florida

Parks & Recreation Department

Date: July 15, 2025

To: Mayor and City Commissioner

Via: Andrew Plotkin, Interim City Manager

From: Ian Fors, Interim Director of Parks and Recreation

Subject: Resolution No. R2025-XX – Agreement with Miami-Dade County for Zero Drownings Miami-Dade

BACKGROUND:
Miami-Dade County has launched the Zero Drownings Miami-Dade Program, a countywide initiative to promote water safety and swimming instruction for children ages four and five. Funded by The Children's Trust and managed by The Miami Foundation, the program is administered by the Miami-Dade County Parks, Recreation and Open Spaces Department in partnership with municipalities and certified instructors.

DISCUSSION:
The City of North Miami Beach has the opportunity to participate in this life-saving program by offering instructional swimming and water safety education at its municipal pool facilities. By entering into an agreement with Miami-Dade County, the City will provide critical services that align with its strategic goals to promote public safety, health, and youth development.

The program supports our mission of fostering a safe, healthy, and inclusive community through impactful partnerships and recreational opportunities.

RECOMMENDATION:
Staff recommends approval of Resolution No. R2025-XX, authorizing the City Manager to execute the Agreement with Miami-Dade County for the City's participation in the Zero Drownings Miami-Dade Program.

FISCAL IMPACT:
The Agreement is contingent upon the availability of funding and annual budget appropriation. The program is primarily funded through The Children's Trust, and no immediate financial burden is anticipated for the City.

Should you have any questions or require additional information, please feel free to contact me.

Respectfully,

Ian Fors

Ian Fors,
Interim Director
Parks and Recreation Department

Consent Agenda
9.16.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Commissioner Lynn Su
VIA:	Andrew Plotkin, Interim City Manager
DATE:	July 15, 2025

RE: Resolution No. R2025-100 Authorization for the Interim City Manager to Negotiate a Memorandum of Understanding with the State Attorney's Office (Commissioner Lynn Su)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution

RESOLUTION NO. R2025-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING PARTNERSHIP WITH THE MIAMI-DADE COUNTY STATE ATTORNEY'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.

WHEREAS, the Miami-Dade County State Attorney's Office 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 State Attorney's Office 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 State Attorney's Office 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 State Attorney's Office 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 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 July, 2025.**

ATTEST:

ANDRISE BERNARD, MMC	MICHAEL JOSEPH
CITY CLERK	MAYOR

(CITY SEAL)

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

GREENSPOON MARDER LLP

By: _____
CITY ATTORNEYS

Sponsored By: Commissioner Lynn Su

Consent Agenda
9.17.

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:	Andrew Plotkin, Interim City Manager
DATE:	July 15, 2025

RE: Resolution No.R2025-101 Approving a Change Order to the Contract with Sprypoint Services, Inc. for Billing and Customer Service Modernization Services (Hamid Nikvan, NMB Water Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Exhibit A
- Contract Amendment
- Resolution

City of North Miami Beach, Florida

MEMORANDUM

TO: Mayor and City Commission
FROM: Tarik Rahmani, Interim Deputy City Manager

DATE: July 15, 2025

RE: SpryPoint Billing Application and Project Implementation Timeline / Request to Approve Amendment and Resolution R2025-XXX

Project Overview

The City of North Miami Beach is moving forward with the implementation of SpryPoint, a modern Enterprise Resource Planning (ERP) system designed to enhance utility operations, particularly in Customer Information System (CIS) management. The City Commission approved this contract on **July 22, 2024**, with a **five-year term** and a total budget of **$1,602,345**.

SpryPoint's system includes:

- **SpryCIS**, which manages utility billing and customer accounts.
- **SpryMobil**e, which streamlines field operations and work order management.
- **SpryEngage**, a self-service customer portal improving communication and accessibility.
- **SpryIDM**, a data tracking tool for meter and consumption management.

This platform is designed to integrate with Tyler Munis, the City's financial system, ensuring a smoother process for utility payments, reporting, and financial reconciliation.

Delay in Implementation

Although the Commission approved the agreement in July 2024, project implementation has not yet begun. Due to leadership transitions, alignment across departments, and a shift in direction regarding the payment processor, the City and SpryPoint had not officially kicked off the project until July 2025. A project kickoff meeting with SpryPoint project management is now scheduled and the departments are fully aligned to proceed.

Departmental Collaboration and Next Steps

The implementation of SpryPoint requires close coordination between Finance, Information Technology, and the Water Department. These departments have been meeting regularly to align on the process, ensure proper data migration, and finalize operational workflows.

City teams will meet with the SpryPoint implementation team on Wednesday, July 3, 2025, to officially kick off the project and establish the detailed rollout plan. This meeting will serve as a working session to review integration points, address technical considerations, and confirm the overall schedule.

Amendment Request Summary

The City and SpryPoint have agreed to replace the previously planned InvoiceCloud integration with SpryWallet, SpryPoint's proprietary payment platform. This change introduces:

- The addition of the SpryWallet module to the scope of work.
- An increase of $214,851 to the contract's not-to-exceed amount.
- A material change requiring Commission approval per City procurement policy.

The total revised not-to-exceed contract value will be **$1,817,196.** This amendment also ensures that payment integration is native to SpryPoint and enhances user experience and compatibility with the existing platform.

Project Implementation Timeline

The City's Finance, IT, and Water Departments are now actively coordinating with SpryPoint and have committed resources to launch implementation. A formal kickoff meeting with the vendor is scheduled. Implementation milestones have been reviewed, and internal workflows are being finalized. The project will follow a structured, multi-phase implementation plan designed to ensure a smooth transition and minimize operational disruptions.

1. **Project Kickoff (July 2025)** – The City and SpryPoint teams will align on roles, responsibilities, and initial data preparation.
2. **Analysis & Business Process Workshops (August – September 2025)** – Key stakeholders will define workflows, reporting needs, and integration with existing systems like Tyler Munis.
3. **Data Transformation & Migration (Nov – Dec 2025)** – The City will provide necessary data, ensuring accurate conversion into the SpryPoint system.
4. **System Configuration & Testing (Feb – Apr 2026)** – The system will be customized for City operations, followed by rigorous testing and validation.
5. **User Training & Acceptance Testing (June – July 2026)** – Training sessions will ensure that City employees are fully prepared to use the new system before launch.
6. **Go-Live & Post-Implementation Support (Dec 2026)** – Full deployment of SpryPoint, with ongoing monitoring and refinements as needed.

City Responsibilities & Readiness

A successful implementation depends on the City's ability to provide clean data, actively participate in system workshops, and ensure that staff is well-prepared through training. The Finance, IT, and Water Departments are fully engaged in this process and will continue to work collaboratively with SpryPoint to meet key milestones.

The City looks forward to leveraging SpryPoint to improve customer service, streamline operations, and enhance financial and utility management. Further updates will be provided as the project progresses toward full implementation.

Recommendation

Staff respectfully recommends approval of Resolution XXXX to authorize the amendment to the SpryPoint contract. The amendment reflects the updated integration scope, the addition of SpryWallet, and the adjusted contract value. A copy of the amendment, change order, and signed vendor documents will be uploaded to the July 15 Commission agenda item.

The City is now fully prepared to move forward with the implementation of this important modernization initiative.

City of North Miami Beach

EXHIBIT A

PROCUREMENT MANAGEMENT DEPARTMENT

CHANGE ORDER FORM

Title:	Contract No.: PB1497 Purchase Order No.: 2501569
Vendor:	Change Order No.:
Contract Award Date:	Completion Date:
Revised Completion Date (prior to this change):	Revised Completion Date (including this change):

Item #	Summary of Amount	
A	*Original Amount*	$
B	Change Orders Previously Approved	$
C	Adjusted Value Prior to this Change Order *(A+B)*	$
D	Cost of Changes in this Change Order	$
E	Adjusted Amount Including this Change *(C+D)*	$
F	Percentage Increase this Change Order $\frac{(E-C)}{C} \times 100$	%
G	Total Percent Increase to Date $\frac{(E-A)}{A} \times 100$	%

17011 N.E.19th Ave., Suite 315 North Miami Beach, FL 33162 • P: 305-948-2946 • purchasing@citynmb.com

Account Number(s):

Description of Change:

Procurement Notes *(For Procurement Personnel Only):*

Initial purchase approved by City Commission per Resolution R2024-81 for $1,602,345 over 5 years.

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: Name / Signature)

By:

(Department Head) (Date)

APPROVED:

By:

(Finance Department) (Date)

By:

(Procurement Department) (Date)

By:

(City Manager) (Date)

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SpryWallet

City of North Miami Beach

QUOTE DATE: April, 8 2025

- Full Pass Through of all interchange and fees levied by VISA, MasterCard, Discover and American Express to the Client

	SpryWallet Per Transaction
- Fixed fee per Visa, Mastercard, Discover and American Express transaction	$0.50
- Variable fee per Visa, Mastercard, Discover and American Express transaction	0.55%
- Fixed fee per eCheck, ACH, transaction	$0.50
- Variable fee per eCheck, ACH, transaction	0.00%

Assumptions (Utilities only)

- Estimated Annual Credit/Debit Card Transactions	82,594
- Estimated Annual eCheck and ACH Transactions	46,820
- Estimated Annual Gross Processing Volume	$72,594,197

	*Estimated Cost with SpryWallet
Estimated SpryWallet Annual Cost, net of Interchange and passthrough of Additional Processing Fees	**$214,851**

Estimated Cost per Transaction (net of interchange and other passthrough fees)

Cards	$2.32
ACH	$0.50

*Estimated fees are based on the data provided by Client. All transactions are understood to be solely related to the processing of utility billing payments.

Notes

Annual Gross Processing Volume (estimates) excludes Auto Draft Amounts.
Pricing is based on the estimated transaction volumes, transaction mix, and the following average transaction amounts:

Credit Card Avg Ticket	$330.52
ACH/eCheck Avg Ticket	$967.43

Pricing is valid for 60 days from the date of this quote.

Additional Processing Fees

Per eCheck Refund	$0.07
Per eCheck Refund Reversal	$0.07
Per eCheck Return	$17.00
Per eCheck Notification of Change	$5.00
Per eCheck Verification	$3.00
Per ACH Representment	$18.00
Auth Reversal Fee	$0.07
Account Updater	$0.35
Account Updater Fee/Per Sub Merchant/Mo	$100.00
Per Retrieval, Chargeback Request or Return	$18.00
Per Arbitration Case (possible additional fees from Payment Networks	$35.00
Monthly Submerchant Account Fee	$20.00
Next Day Funding Fee	$1.50
Gross Funding Fee	0.02%
Onboarding Fee per MID	$20.00

CONFIDENTIALITY NOTICE: This information is only for the use of the individual or entity to which it was intended.

RESOLUTION NO. R2024-81

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A PIGGYBACK CONTRACT BETWEEN THE CITY AND SPRYPOINT SERVICES, INC., FOR THE PURCHASE OF BILLING AND CUSTOMER SERVICE TECHNOLOGY MODERNIZATION SOFTWARE & IMPLEMENTATION; IN A BUDGETED AMOUNT OF $1,602,345.00 FOR A FIVE (5) YEAR TERM; 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 Seacoast Utility Authority (SUA) issued and awarded Contract No. R2252 "Billing and Customer Service Technology Modernization" to Sprypoint Services, Inc. ("Sprypoint"), effective April 17, 2023 to April 16, 2028, with automatic renewal for successive one-year renewal terms ("Piggyback Contract"); and

WHEREAS, due to lack of functionality, efficiency and customer service capability, the NMB Water Department has identified a suitable replacement, with the ability to provide a more efficient and customer-focused software system; and

WHEREAS, Sprypoint will modernize it's the City's billing and customer service software through a two (2) year implementation of multiple software components, training, and upgrades for a total cost of $1,602,345.00 over a five year term. Software services will be billed monthly with an annual CPI increase of five percent (5%); and

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

WHEREAS, the City Manager and the Chief Procurement Officer recommend that the City Commission approve a Piggyback Contract in an estimated budgeted amount of $1,602,345.00 for five (5) year term for the purchase of a billing and customer service technology modernization with Sprypoint, utilizing the same unit prices as those in the SUA approved contract

referenced herein; and

WHEREAS, the Mayor and City Commission determine it is in the best interests of the City to approve a Piggyback Contract in an estimated budgeted amount of $1,602,345.00 for five (5) year term for the purchase of billing and customer service technology modernization with Sprypoint Services, 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 Sprypoint Services, Inc., attached as **Exhibit "A"** is hereby approved, and the City Manager is authorized to execute a contract with Sprypoint in estimated budgeted amount of $1,602,345.00 for five (5) year term.

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 **16th day of July, 2024**.

ATTEST:

Andrise Bernard

ANDRISE BERNARD, MMC
CITY CLERK

EVAN S. PIPER
MAYOR

(CITY SEAL)

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

GREENSPOON MARDER, LLP

BY: Jacob C. Elberg
CITY ATTORNEYS

Sponsored by: Mayor & Commission

AMENDMENT NO. 1

BETWEEN

THE CITY OF NORTH MIAMI BEACH

AND

SPRYPOINT SERVICES, INC.

FOR R2252 BILLING AND CUSTOMER SERVICE MODERNIZATION

THIS AMENDMENT is made and entered into this _____ day of _____ , 2025, by and between the CITY OF NORTH MIAMI BEACH, a political subdivision of the State of Florida, having an address at 17011 NE 19th Ave, North Miami Beach, Florida 33162 hereinafter referred to as the "CITY", and SPRYPOINT, having an address at 45 Queen street, Charlottetown, PE C1A 4A4, , hereinafter referred to as the "CONTRACTOR".

R E C I T A L S

WHEREAS, pursuant to Resolution R2024-81 the City Commission approved R2252 BILLING AND CUSTOMER SERVICE MODERNIZATION services at its July 16, 2024, City Commission Meeting. Subsequently, the CITY and the CONTRACTOR entered into an agreement in a not to exceed amount of $1,602,34

5 for an initial five-year term ending April 14, 2030; and

WHEREAS, to streamline billing and payment processing, the City and the Contractor mutually agree to transition services currently managed through InvoiceCloud, to the Sprypoint Customer Information System (CIS) - SpryWallet; and

WHEREAS, at the July 15, 2025 City Commission Meeting, the City Commission approved Resolution No. R2025-XX authorizing an annual contract increase of $214,851, thereby increasing the total contract amount for Year 1 to $1,817,196; and

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

1. **RECITIALS.** The foregoing recitals are true and correct and are hereby incorporated by reference into this Agreement.

2. **CONTRACT AMOUNT.** The Parties agree to amend the contract amount to $1,817,196.

VENDOR_____

CAO_____

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 1 on the day last party signed below.

SPRYPOINT SERVICES, INC.

By: _____
(Signature)

Name:_____
(Print)

Title: _____

Date: _____

CITY OF NORTH MIAMI BEACH

By: _____
Andrew Plotkin, Interim City Manager

Date: _____

Approved as to form and Legal Sufficiency:

GREENSPOON MARDER, LLP

By: _____
City Attorneys

Attest

_____
Andrise Bernard, City Clerk

VENDOR_____

CAO_____

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 SPRYPOINT SERVICES, INC., FOR BILLING AND CUSTOMER SERVICE MODERNIZATION SERVICES; INCREASING THE CONTRACT BY AN ANNUAL AMOUNT NOT TO EXCEED $241,851; 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 Seacoast Utility Authority (SUA) issued and awarded Contract No. R2252 "Billing and Customer Service Technology Modernization" to Sprypoint Services, Inc. ("Sprypoint"), effective April 17, 2023 to April 16, 2028, with automatic renewal for successive one-year renewal terms ("Piggyback Contract"); and

WHEREAS, an estimated budgeted amount of $1,602,345.00 for a five-year term for the purchase of billing and customer services technology modernization with Sprypoint was approved by the City Commission via Resolution R2024-81 on July 16, 2024; and

WHEREAS, to streamline billing and payment processing, the City and Sprypoint mutually agree to transition services currently managed through InvoiceCloud, to the Sprypoint Customer Information System (CIS) - SpryWallet; in an annual not to exceed amount of $214,851.00; and

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

WHEREAS, the City Manager and Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to execute a change order to the previously approved Contract with SpryPoint to increase the previously approved expenditure by an amount not to exceed $214,851.00, annually, for billing and customer service modernization 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 a change order to the previously approved Contract with SpryPoint to increase the previously approved expenditure by $241,000

annually, thereby increasing the total annual expenditure to an amount not to exceed $1,817,196,000 for billing and customer service modernization services.

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

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

Section 2. The Change Order, in substantially the form as attached in Exhibit "A," to the previously approved contract with SpryPoint to increase the annual expenditure by an amount not to exceed $214,851.00, annually, thereby increasing the estimated budgeted expenditure to $1,817,196,000 for billing and customer service modernization services, subject to budget appropriation and availability of funds is hereby approved.

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

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

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

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **15th day of July 2025**.

ATTEST:

ANDRISE BERNARD, MMC	MICHAEL JOSEPH
CITY CLERK	MAYOR

(CITY SEAL)

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

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

Consent Agenda
9.18.

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:	Tarik Rahmani, Interim Deputy City Manager
VIA:	Andrew Plotkin, Interim City Manager
DATE:	July 15, 2025

RE: Resolution No. R2025-102 Approving a Change Order to the Purchase Order with Caballero, Fierman, Llnera & Garcia, LLP., for Extended Financial Reporting Assistance (Tarik Rahmani, Interim Deputy City Manager)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Resolution
- Exhibit A

City of North Miami Beach, Florida

MEMORANDUM

TO: Mayor and City Commission
FROM: Tarik Rahmani, CFO/Interim Deputy City Manager

DATE: July 15, 2025

RE: Resolution No. 2025-XXX Increase to CFLG Engagement for FY 2024 Audit Support

To support the timely and accurate completion of the City's FY2024 audit, staff recommends increasing the purchase order with Caballero Fierman Llerena & Garcia, LLP (CFLG) by $100,000.

CFLG was originally engaged in April 2025 under an emergency procurement to provide audit recovery and financial reporting support due to a leadership gap in the Finance Department. Since then, the City's needs have grown due to:

- Departure of the Assistant Finance Director and Senior Accountant
- Increased workload and reduced internal capacity have made continued support from CFLG essential to maintain momentum and meet audit deadlines
- Concurrent demands from budget development and year-end reporting

This change order will enable CFLG to provide continued staff augmentation, complete complex audit schedules, respond to auditor inquiries, and help finalize the Comprehensive Annual Financial Report (CAFR). Funding is available in the current operating budget, and the increase will bring the total not-to-exceed amount to $150,000.

We recommend approval of Resolution R2025-XX.

Respectfully,

Tarik Rahmani
Chief Financial Officer

laborative process with each of you.

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 PURCHASE ORDER CABALLERO, FIERMAN, LLENERA & GARCIA, LLP., INCREASING THE TOTAL BUGETED EXPENDITURE BY $100,000.00 FOR THE EXTENDED FINANCIAL REPORTING ASSISTANCE; 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, Caballero, Fierman, Llerena & Garcia LLP has extensive experience in municipal accounting, with a particular focus on the preparation of Annual Comprehensive Financial Reports (ACFR) and Annual Financial Reports (AFR); and

WHEREAS, under the City Manager's authority, a budgeted amount of $50,000 was approved, and an additional $100,000 for continued staff augmentation, complete complex audit schedules, respond to auditor inquiries, and assist in finalizing the Comprehensive Annual Financial report (CAFR); and

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

WHEREAS, the City Manager and Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to execute a Change Order to the previously approved Contract to increase the previously approved expenditure by $150,000, thereby increasing the expenditure to an amount not to exceed $150,000; 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 a Change Order to the previously approved Contract to increase the previously approved expenditure by $100,000, thereby increasing the expenditure to an amount not to exceed $150,000 for the purchase of extended financial reporting assistance services.

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

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

Section 2. The Change Order, in substantially the form attached as Exhibit "A," to the previously approved Contract with Caballero, Fierman, Llenera & Garcia, LLP. to increase the expenditure by $100,000 thereby increasing the expenditure to an amount not to exceed $150,000 for the purchase of extended financial reporting assistance services, subject to budget appropriation and availability of funds is hereby approved.

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

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

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

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **15th day of July 2025**.

ATTEST:

ANDRISE BERNARD, MMC	MICHAEL JOSEPH
CITY CLERK	MAYOR

(CITY SEAL)

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

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

EXHIBIT A

(Revised 2/2025)

City of North Miami Beach

PROCUREMENT MANAGEMENT DEPARTMENT

CHANGE ORDER FORM

Title: CFLG Annual Comprehensive Financial Report	Contract No.: _____ Purchase Order No.: 250926
Vendor: 253580	Change Order No.: 1
Contract Award Date:	Completion Date:
Revised Completion Date (prior to this change):	Revised Completion Date (including this change):

Item #	Summary of Amount	
A	*Original Amount*	$50,000.00
B	Change Orders Previously Approved	$0.00
C	Adjusted Value Prior to this Change Order *(A+B)*	$50,000.00
D	Cost of Changes in this Change Order	$100,000.00
E	Adjusted Amount Including this Change *(C+D)*	$150,000.00
F	Percentage Increase this Change Order $\frac{(E-C)}{C} \times 100$	%200
G	Total Percent Increase to Date $\frac{(E-A)}{A} \times 100$	%200

17011 N.E.19th Ave., Suite 315 North Miami Beach, FL 33162 • P: 305-948-2946 • purchasing@citynmb.com

Account Number(s):

010105-511310

Description of Change:

Increase to cover the Cost of auditing FY24.

Requesting an additional $100,000 to provide continued audit support for the FY2024 financial audit. This change order will enable CFLG to provide continued staff augmentation, complete complex audit schedules, respond to auditor inquiries, and assist in finalizing the Comprehensive Annual Financial Report (CAFR).

Procurement Notes *(For Procurement Personnel Only):*

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:

Asaf Ben-Shoshan
(Project Manager / Preparer)

By: Asaf Ben-Shoshan 6/10/25
(Division Approval: Name / Signature)

By: Asaf Ben-Shoshan 6/10/25
(Department Head) (Date)

APPROVED:

By: 6/10/25
(Finance Department) (Date)

By:
(Procurement Department) (Date)

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

17011 N.E.19th Ave., Suite 315 North Miami Beach, FL 33162 • P: 305-948-2946 • purchasing@citynmb.com

Revised 2/2025

City of North Miami Beach

PROCUREMENT MANAGEMENT DEPARTMENT

BID WAIVER REQUEST FORM

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

FROM: Tarik Rahmani
Department Head (Name & Signature)

VIA: Chief Procurement Officer

DATE: 04/11/2025

RE: CFLG------- Annual Comprehensive Financial Report

Annual Expenditure not to Exceed: $ 50,000 **Vendor #** 523580

Fiscal Impact / Account Number(s):

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:** *f. Formal bidding waiver. Purchases for which formal bidding has been waived, as determined by the City Commission to be in the best interest of the City. Purchases of, and contracts for, supplies or services shall be exempt from competitive bidding/competitive proposals with a five-sevenths (5/7) affirmative vote of the City Commission declaring the waiver of competitive bidding/competitive proposals to be in the best interests of the City. If competitive bidding and competitive proposals are waived under this paragraph, the open market procedure set forth in subsection 3-4.4 shall be utilized. For those contracts which the City Manager is otherwise authorized to award, he/she may waive competitive bidding and competitive proposals.*

Waiver of Bids Justification: Select the one that applies and provide justification in the box.

- ☐ (a) The health, safety, or welfare of the citizens or employees is at stake.
- ☐ (b) To get a vehicle or equipment vital to the operations of the City back into service.
- ☐ (c) If equipment needs to be taken apart to give an estimate or price.
- ☐ (d) For the purchase or rental of real estate when location is important.
- ☐ (e) Emergencies and natural disasters.
- ☐ (f) When specifications must not be made public due to covert or confidential operations of the Police Department.
- ☐ (g) When advertising must be done in a specific publication such as a trade journal, local publication, etc.
- ☑ (h) To obtain materials, equipment, or services which cannot be purchased under normal bid procedures, as confirmed by the Purchasing Agent. **(CPO SIGNATURE REQUIRED)**
- ☐ (i) When an essential government service would be interrupted.
- ☐ (j) When additional loss to public or private property might occur.
- ☐ (k) When, after notice in accordance with ordinance, no bids or proposals are received.

• Specialized Expertise: The vendor possesses extensive experience in municipal accounting, with a focus on ACFR and AFR preparation.
• Continuity & Efficiency: ABC Accounting has assisted with the City's prior year reporting and is uniquely familiar with the City's financial systems, chart of accounts, and reporting structure, allowing for seamless continuation and reduced ramp-up time.
• Time Sensitivity: The reporting deadlines for ACFR and AFR are approaching. Engaging a new vendor would delay preparation and possibly jeopardize compliance with state and federal deadlines.
• Cost Efficiency: The proposed fee is competitive with market rates and reflects the vendor's familiarity with the City's operations, minimizing redundant billing for onboarding or data gathering

	Approved	Date
Finance Director		04/11/2025
Chief Procurement Officer (Up to $25,000)		04/11/2025
City Manager (Up to $50,000)		04/11/2025

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

PROCUREMENT MANAGEMENT DEPARTMENT

City of North Miami Beach

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

VIA: Chief Procurement Officer

FROM: Tariq Rahmani
Director

CFO
Title/Department

Signature

04/11/2025
Date

RE: CFLG------- Annual Comprehensive Financial Report

Fiscal Amount not to Exceed: $ 50,000 **Vendor #** 523580

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

1. Preparation of the Annual Comprehensive Financial Report (ACFR) in accordance with Government Finance Officers Association (GFOA) standards.
2. Preparation of the Annual Financial Report (AFR) to be submitted to the State of Florida.
3. Assistance with audit-related matters including coordination with external auditors, review of audit schedules, and responding to audit inquiries.
4. Advising on accounting treatment and reporting issues related to new GASB pronouncements and other technical matters.
5. General consulting on matters affecting the City's financial reporting obligations

Background:

The vendor possesses extensive experience in municipal accounting, with a focus on ACFR and AFR preparation. ABC Accounting has assisted with the City's prior year reporting and is uniquely familiar with the City's financial systems, chart of accounts, and reporting structure, allowing for seamless continuation and reduced ramp-up time.The proposed fee is competitive with market rates and reflects the vendor's familiarity with the City's operations, minimizing redundant billing for onboarding or data gathering

Recommendation:

For Approval

Fiscal Impact / Account Number(s):

Contact Person(s):

William Patrik/Finance

EXHIBIT A

CABALLERO FIERMAN LLERENA + GARCIA LLP

accountants I advisors

April 10, 2025

Tarik Rahmani, Chief Financial Officer
City of North Miami Beach
17011 NE 19th Ave
North Miami Beach, Florida 33162

Re: Engagement Letter with Caballero Fierman Llerena & Garcia, LLP ("We" "our" or "us")

We are pleased to confirm our understanding of the terms and objectives of our engagement to provide consulting services to the City of North Miami Beach (the "City") relating to the Audit Preparation Services for the fiscal year ended September 30, 2024.

Scope, Objective, and Responsibilities

We will perform limited consulting procedures solely to provide the City with Audit Preparation Services for the fiscal year ended September 30, 2024. We will perform the procedures as described in Appendix A.

Our procedures will be performed pursuant to the Standards for Consulting Services issued by the American Institute of Certified Public Accountants. Because the procedures described in Appendix A do not constitute an audit conducted in accordance with auditing standards generally accepted in the United States of America, we will not express an opinion on any of the claims or items referred to above. Our engagement cannot be relied upon to disclose errors, irregularities, or illegal acts, including fraud or defalcations that may exist. We will inform you of any material errors, irregularities or illegal acts that come to our attention, unless they are clearly inconsequential.

Engagement Administration, Fees, and Other

Andrew Fierman, CPA is the engagement partner for the Audit Preparation Services specified in this letter. His responsibilities include supervising CFLG's services as part of this agreement.

Our fee for these services will be billed based on the time incurred at the discounted hourly rates listed below by level:

Senior - $195 per hour

Supervisor - $215 per hour

Manager - $290 per hour

Partner - $400 per hour

Our invoices for these fees will be rendered weekly as work progresses and are payable on presentation. We will require $20,000 upon execution of this agreement as a start-up cost.

8950 SW 74th Court I Suite 1210 I Miami, FL 33156
T: 305.662.7272 I F: 305.662.4266 I CFLGCPA.COM

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

The parties to this engagement agree that any dispute that may arise regarding the meaning, performance, or enforcement of this engagement will be submitted to mediation, either prior to the filing of any legal action, or upon service of any lawsuit, upon written request of any party to the engagement. The party requesting mediation shall select the mediation provider from the list of mediation training providers approved by the Florida Supreme Court. The mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association, or such other rules as may be agreed upon by the parties. The results of this mediation shall not be binding upon either party. Costs of any mediation proceeding shall be shared equally by both parties. The parties shall be responsible for their own legal fees incurred during the mediation. The venue of the mediation shall be in Miami-Dade County, Florida.

If mediation is unsuccessful, and/or if any legal proceedings are filed, by entering into this engagement, the City and we each expressly agree and acknowledge that Circuit Court for the Eleventh Judicial Circuit of Florida in and for Miami-Dade County, in Miami, Florida, and the United States District Court for the Southern District of Florida, in Miami, Florida, shall each have exclusive and sole jurisdiction for any action arising from, from relating to or in connection with this engagement letter, or any course of conduct, course of dealing, statement or actions by us or the City and their respective employees, representatives, or agents. You expressly acknowledge that you voluntarily submit to personal jurisdiction in the State of Florida for any such legal action.

WE AND THE CITY EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION OR LEGAL PROCEEDINGS BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ENGAGEMENT LETTER OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER US OR THE CITY.

The provisions of the immediately preceding last two paragraphs of this engagement letter are each a material inducement for us to accept this engagement in accordance with the provisions of this engagement letter. The terms and provisions of this engagement letter, any course of conduct, course of dealing and/or action on our part and/or by the City and our relationship with the City shall be governed by the laws of the State of Florida. In any litigation brought either by us or the City, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred, including through all appeals.

It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of the City and that no other person or entity shall be authorized to enforce the terms of this engagement.

We acknowledge your right to terminate our services at any time, and you acknowledge our right to resign at any time (including instances where in our judgment, our independence has been impaired or we can no longer rely on the integrity of management), subject in either case to our right to payment for all direct or indirect charges incurred through the date of termination or resignation or thereafter as circumstances and this engagement agreement may require.

This engagement letter reflects the entire agreement between us relating to the services covered by this letter. It replaces and supersedes any previous proposals, correspondence, and understandings, whether written or oral. If any portion of this agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, the remaining portions of this agreement shall remain in effect. The agreements of the City and Caballero Fierman Llerena & Garcia, LLP, contained in this engagement letter shall survive the completion or termination of this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

Sincerely,

Andrew Fierman, CPA
Partner
Caballero Fierman Llerena & Garcia, LLP

RESPONSE:

This letter correctly sets forth the understanding of the City.

Authorized signature: Tarik Rahmani

Title: Chief Financial Officer

Date: 4.10.2025

Mario Diaz, City Manager

04/11/2025
Date

Appendix A

Audit Preparation Services to be performed for the fiscal year ended September 30, 2024, will consist of:

Level of Staffing – Manager

Scope of work: Completion of work papers including:

- Prepaids,
- Inventory workpaper
- Transfer in and Transfers out
- Customer Deposits
- Complete Government wide workpapers
- Create AJE's as deemed necessary
- Run Trial Balances
- GASB 54 workpapers
- GASB 87 and GASB 96 Workpapers
- Preparation of the Financial Statements
- Assist with completion of schedules supporting footnotes
- Assistance with the Florida AFR.
- Additional procedures as deemed necessary subject to mutual agreement

Level of Staffing – Manager

Scope of work: Completion/review of work papers including:

- Review of government wide workpapers
- Complete complex calculations for Pensions
- Assist with completion for OPEB
- Review of staff work
- Assist with completion of RSI information
- Complete footnotes
- Assist with completion of cashflows
- Assist with audit questions and attend City and auditor progress meetings
- Additional procedures as deemed necessary subject to mutual agreement

We understand that the team will be collaborating with the Chief Financial Officer, Chief Accountant, and their team. The completion of the audit work papers and addressing all audit concerns would be the primary focus of this engagement.

CFLG-----Bid Waiver

Final Audit Report 2025-04-11

Created:	2025-04-11
By:	Ahsan Saleem (ahsan.saleem@citynmb.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8cXjE-1UdWhewvNdtVy2CA70Mj-YdbMA

"CFLG-----Bid Waiver" History

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Document e-signed by Mario Diaz (mario.diaz@citynmb.com)
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Agreement completed.
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City of North Miami Beach NMB
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Consent Agenda
9.19.

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:	Tarik Rahmani, Interim Deputy City Manager
VIA:	Andrew Plotkin, Interim City Manager
DATE:	July 15, 2025

RE: Resolution No. R2025-103 Approving a Budget Amendment to Increase the Purchase Order with Caballero Fierman Llerena & Garcia, LLP for Fiscal Year 2024 Audit Support (Tarik Rahmani, Interim Deputy City Manager)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution

RESOLUTION NO. R2025-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2024-2025 ADOPTED BUDGET TO INCREASE THE PURCHASE ORDER WITH CABALLERO FIERMAN LLERENA & GARCIA, LLP (CFLG) FOR FISCAL YEAR 2024 AUDIT SUPPORT; FOR THE ANNUAL AUDIT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach ("City") adopted Resolution No. R2024-109 on September 25, 2025, establishing revenues and appropriations for the City for the Fiscal Year commencing October 1, 2024, and ending on September 30, 2025 ("FY Budget 2024-25"); and

WHEREAS, from time to time during the normal conduct of the City's operations, situations arise requiring amendments or modifications of the City's annual adopted budget; and

WHEREAS, the Chief Financial Officer has met with the City Manager and Department directors to identify modifications or amendments to the FY 2024-25 Budget; and

WHEREAS, the Mayor and City Commission find it to be in the best interests of the City to approve the proposed budget amendment to ensure sufficient funding for the time-sensitive Annual Audit; and

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

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

Section 2. The City Commission hereby approves and authorizes the following amendment to the FY 2024-25 Budget:

Increase General Fund revenues and expenditures in the Non-Departmental budget by $100,000 to address the need for additional financial consulting services to assist in this year’s financial audit.

Revenue Account: 010-300100 – Prior Year Carryover

Expenditure Account: 010105-511310 – Professional Services

Section 3. The City Manager is hereby authorized to implement the provisions of this Resolution.

Section 4. This Resolution shall become effective immediately upon approval.

APPROVED AND ADOPTED by the City Commission of the City of North Miami Beach at its regular meeting assembled this **15th day of July 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

Consent Agenda
9.20.

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:	Tarik Rahmani, Interim Deputy City Manager
VIA:	Andrew Plotkin, Interim City Manager
DATE:	July 15, 2025

RE: Resolution No. R2025-104 Approving a Contract Amendment with CBIZ CPA'S P.C. for External Auditing Services (Tarik Rahmani, Interim Deputy City Manager)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Resolution
- Exhibit A
- Contract Amendment

City of North Miami Beach, Florida

MEMORANDUM

TO: Mayor and City Commission
FROM: Tarik Rahmani, CFO/Interim Deputy City Manager

DATE: July 15, 2025

RE: Resolution No. 2025-XXX to Amend Agreement with CBIZ XPAs P.C. for Additional Financial Statement Preparation Services

Purpose

The purpose of this memo is to request Commission approval of the attached Resolution authorizing an amendment to the City's existing agreement with CBIZ CPAs P.C. for external audit services. This amendment expands the scope of services to include the preparation of the Annual Comprehensive Financial Report (ACFR) and stand-alone Community Redevelopment Agency (CRA) financial statements for fiscal years 2025 and 2026.

Background

On December 17, 2024, the City Commission approved the award of contract RFP-24-018-SG to CBIZ CPAs P.C. for professional audit services for fiscal years 2024 through 2026. The fully executed contract and purchase order (PO) were finalized on February 11, 2025. The original scope included external audit services but did not include the preparation of the ACFR or CRA statements.

Following further evaluation of internal staffing, capacity, and the increasing complexity of GASB requirements, City management determined that outsourcing the preparation of these reports for FY2025 and FY2026 would help ensure timely and accurate audit completion. CBIZ, our current auditor, has the expertise and software systems in place to efficiently complete these tasks.

Amendment Scope and Cost

The proposed amendment (included as Exhibit A to the Resolution) expands CBIZ's scope of work to include:

- Full preparation of the ACFR for FY2025 and FY2026
- Full preparation of the CRA stand-alone financial statements for FY2025 and FY2026

The cost breakdown is as follows:

- FY 2025:
  - One time setup cost: $15,000
    - City ACFR setup: $10,000
    - CRA setup: $5,000
  - Annual report preparation: $45,000
    - City ACFR setup: $35,000
    - CRA setup: $10,000
  - Total FY2025 cost: $60,000

- FY 2026
  - Annual report preparation only: $45,000
    - City ACFR setup: $35,000
    - CRA setup: $10,000
  - Total FY2026 cost: $45,000

- FY 2027
  - Annual report preparation only: $45,000
    - City ACFR setup: $35,000
    - CRA setup: $10,000
  - Total FY202 cost: $45,000

Recommendation:

Staff recommends approval of the attached Resolution authorizing the amendment to the CBIZ CPAs P.C. agreement for the expanded scope of financial reporting services and to increase the contract value by $160,000.

This action will help the City continue to meet its financial reporting obligations with accuracy and timeliness, ensure continuity with our existing audit team, and avoid delays or audit findings in future cycles.

Respectfully,
Tarik Rahmani
Chief Financial Officer
City of North Miami Beach

RESOLUTION NO. 2025-

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH CBIZ CPAS P.C. INCREASING THE ESTIMATED ANNUAL EXPENDITURE BY $60,000.00 FOR THE PURCHASE OF EXTERNAL AUDITING 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.

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

WHEREAS, City of North Miami Beach awarded Contract RFP-24-018-SG "External Auditing Services" ("RFP") to CBIZ CPA's P.C. for a three-year term effective February 7, 2025, through February 6, 2028 with the option to renew for two (2) additional one-year terms.

WHEREAS, an estimated budgeted amount of $136,000 was previously approved by City Commission via Resolution R2024-124. An additional $60,000 is required for Fiscal Year 2025 ("FY25") to support the continued provision of essential services necessary for the City's daily operations, with funding of $45,000 anticipated for each subsequent fiscal year; and

WHEREAS, the City of North Miami Beach has expanded the scope of services under the contract to include assistance with the preparation of financial statements for the City and the City of North Miami Beach's Community redevelopment Agency (CRA) for the fiscal years ending September 30, 2025, through September 30, 2028, with optional years if exercised; and

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

WHEREAS, the City Manager and Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to execute an Amendment Order to the previously approved Contract to increase the previously approved FY25 expenditure by $60,000, thereby increasing the FY25 expenditure to an amount not to exceed $196,000, and to authorize an expenditure of $45,000 for each subsequent year, subject to an optional CPI price adjustment of up to four percent (4%) annually; 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 Amendment to the previously approved Contract to increase the previously approved expenditure by $60,000, thereby increasing

the FY25 expenditure to an amount not to exceed $196,000, and to authorize an expenditure of $45,000 for each subsequent year, subject to an optional CPI price adjustment of up to four percent (4%) annually.

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 Amendment, in substantially the form attached as Exhibit "A," to the previously approved Contract with CBIZ CPA's P.C. to increase the FY25 expenditure by $60,000, thereby increasing the FY25 expenditure to an amount not to exceed $196,000, and to authorize an expenditure of $45,000 for each subsequent year, subject to an optional CPI price adjustment of up to four percent (4%) annually, 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 **15th day of July 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

CHANGE ORDER FORM

Title:	Contract No.: _____ Purchase Order No.: _____
Vendor:	Change Order No.:
Contract Award Date:	Completion Date:
Revised Completion Date (prior to this change):	Revised Completion Date (including this change):

Item #	Summary of Amount	
A	*Original Amount*	$
B	Change Orders Previously Approved	$
C	Adjusted Value Prior to this Change Order *(A+B)*	$
D	Cost of Changes in this Change Order	$
E	Adjusted Amount Including this Change *(C+D)*	$
F	Percentage Increase this Change Order $\frac{(E-C)}{C} \times 100$	%
G	Total Percent Increase to Date $\frac{(E-A)}{A} \times 100$	%

17011 N.E.19th Ave., Suite 315 North Miami Beach, FL 33162 • P: 305-948-2946 • purchasing@citynmb.com

Account Number(s):

Description of Change:

The contract scope under the agreement has been expanded to include CBIZ CPAs PC's assistance with the preparation of financial statements for the City and CNMB's CRA for fiscal years ending 09/30/2025 through 09/30/2028, and optional renewal years, if exercised.

Requesting an increase of $60,000 for fiscal year ending 2025; and $45,000 for fiscal year ending 2026, and $45,000 for subsequent years subject to optional annual price adjustment of 4%

Procurement Notes *(For Procurement Personnel Only):*

To be executed upon Commission approval - placed on July Commission agenda.

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: Name / Signature)

By:

(Department Head) (Date)

APPROVED:

By:

(Finance Department) (Date)

By:

(Procurement Department) (Date)

By:

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

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CBIZ CPAs P.C.

One Southeast Third Avenue
Suite 1100
Miami, FL 33131

P: 305.995.9600

April 15, 2025

City of North Miami Beach
17011 NE 19th Avenue, Suite 315
North Miami Beach, FL 33162

Re: Addendum to the Agreement Between the City of North Miami Beach, Florida and CBIZ CPAs P.C. for External Auditing Services (Entered into as of February 7, 2025) to include assistance with the preparation of the City's financial statements for the fiscal year ended September 30, 2025 through 2028.

This letter serves as an addendum (all previous terms of the referenced Agreement for External Auditing Services are still in effect) of our understanding of the services we, CBIZ CPAs P.C. ("CBIZ" or "we"), are to provide the City of North Miami Beach, Florida (the "City", "Client", "you" or "your").

Addendum Objectives

The objective of this addendum is to expand the services covered under RFQ-24-018-SG External Auditing Services to include the option for the assistance with the preparation of City's and North Miami Beach Community Redevelopment Agency's (the "CRA") financial statements for the fiscal years ended September 30, 2025 through 2028. This is considered a non-attest/non-audit service.

Preparation of the financial statements is inclusive of the non-major and major fund financials, the cash flow statements, as applicable, and the government-wide statements. CBIZ will also assist with the drafting of the footnotes for your review and approval. The City will remain responsible for (as applicable): Introductory Section, Management Discussion and Analysis, certain Required Supplementary Information (Budgetary Comparison Schedule – General Fund, CRA & ARPA Fund), certain Supplementary Information (Non-Major Governmental Budgetary Comparison Schedules) and the Statistical Section.

Non-Attest Services

We will not assume management responsibilities on behalf of the City or the CRA. However, we will provide advice and recommendations to assist management of the City and CRA in performing its responsibilities.

Your management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

We are prohibited by professional standards from preparing source documents and authorizing or approving transactions. Accordingly, management must determine and approve all transactions including appropriate account classifications. As part of our engagement, we may propose standard, adjusting or correcting journal entries to the financial statements. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements.

The services cannot be relied on to detect errors, fraud or illegal acts that may exist. However, we will inform you of any material errors, fraud or illegal acts that come to our attention, unless they are clearly inconsequential. In addition, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in the City's internal control as part of a non-attest/non-audit service engagement.

Our responsibilities and limitations of the non-attest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The non-attest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.
- These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Managements Responsibilities

You agree to assume all management responsibilities relating to the financial statements noted above, related notes, and any other nonaudit/nonattest services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. If you are missing any documents or work papers from our prior years' engagements (if applicable), it is your responsibility to inform us. By signing this addendum you affirm that you have all the data and records required to make your books and records complete.

Assistance By Your Personnel

We will ask that your personnel, to the extent possible, prepare required schedules and analyses, and make selected journal entries and other required documents available to our staff. This assistance by your personnel will serve to facilitate the progress of our work and minimize our time requirements. Our estimated fee is based on certain assumptions. Circumstances may arise during the engagement that may significantly affect the targeted completion dates and our fee estimate. As a result, additional fees may be necessary. At the earliest date we believe such an event may occur, we will notify you and discuss the reasons with you in advance. Additional fees, if any, are subject to mutual agreement of both CBIZ and the City. Such circumstances include but are not limited to the following: All requested trial balances and schedules are not:

(a) provided by the accounting personnel on the date requested,
(b) mathematically correct,
(c) reconciled in accordance with accounting standards generally accepted in the United States of America
(d) in agreement with the appropriate underlying records (e.g., general ledger accounts).

Fees

As a result of our planning process, we believe that the above non-attest services can be completed for an estimated fee per year as noted below for the fiscal years ended September 30, 2025 and 2026. The below includes a one-time start-up cost for the time and effort necessary to create the financial statements within our internal software on the year of implementation. Additional services provided beyond the described scope of services will be billed separately.

	FY2025		FY2026	
	One Time Start-Up Costs	Annual F/S Prep		Annual F/S Prep
City	$ 10,000	$ 35,000	City	$ 35,000
CRA	5,000	10,000	CRA	10,000
Total	$ 15,000	$ 45,000	Total	$ 45,000

Agreement

If you agree with the terms of our engagement, as described in this letter, please sign the enclosed PDF letter and return to us.

Very truly yours,

CBIZ CPAs P.C.

Moises D. Ariza, CPA, CGMA
Shareholder
cc: Tarik Rahmani, Chief Financial Officer

ACCEPTED

This letter correctly sets forth the agreement of City of North Miami Beach, Florida.

Authorized Signature:_____

Title: _____

Date Signed: _____

RESOLUTION NO. R2024-124

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE ENGAGEMENT AGREEMENT BETWEEN THE CITY AND MARCUM, LLP., PURSUANT TO REQUEST PROPOSAL RFP-24-018-SG EXTERNAL AUDITING SERVICES; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; SUBJECT TO ANNUAL BUDGET APPROPRIATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 20, 2024, the City issued Request for Proposals ("RFP") RFP-24-018-SG External Auditing Services ("Audit Services"), seeking said services for a five (5) year term, utilizing the minimum qualifications for said position as set forth in the solicitation and the State of Florida Auditor General Guidance, with the intent of narrowing the applicants for the City Commission's consideration; and

WHEREAS, electronic notices were posted on the city's website and Bidsync.com, sent to over 7,900 potential, local and national firms; and

WHEREAS, on July 15, 2024, three (3) responses were received from Marcum LLP, Anthony Brunson PA and Caballero Fierman Llerena & Garcia LLP; and

WHEREAS, the Procurement Management Department conducted an administrative review of the submissions and deemed all submissions responsive. On September 11, 2024, at a publicly advertised meeting, the Evaluation Committee submitted initial scoring of the responses. The Evaluation Committee conducted a public discussion, regarding the established evaluation criteria, including but not limited to: Approach to Providing External Auditing Services, Experience, Qualification & References; and

WHEREAS, the three (3) highest ranked respondents are as follows:

1st Marcum, LLP
2nd Caballero Fierman Llerena & Garcia LLP
3rd Anthony Brunson PA

WHEREAS, the City Manager conducted his own due diligence, and concurs with the recommendation of the Evaluation Committee, and the Procurement Management Department, to negotiate and execute an agreement with the first ranked respondent, Marcum, LLP and if negotiations are unsuccessful, with the next highest ranked firm successively; and

WHEREAS, the Mayor and City Commission find it to be in the best interests of the City to accept the ranking of the respondents as specified herein and authorize the City Manager to negotiate and enter into an Engagement Agreement with Marcum, LLP.

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 Manager hereby accept the recommendation of the City Manager to award RFP-24-018-SG External Auditing Services to Marcum, LLP, and authorize the City Manager to enter into an Engagement Agreement with Marcum, LLP., including annual CPI increases not to exceed three percent (3%), subject to budget appropriation and availability of funds.

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

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

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

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given 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.

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APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **17th day of December, 2024.**

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

AMENDMENT NO 1
BETWEEN
THE CITY OF NORTH MIAMI BEACH
AND
CBIZ CPAs P.C.
FOR RFQ-24-018-SG EXTERNAL
AUDITING SERVICES

THIS AMMENDMENT is made and entered into this _____ day of _____ , 2025, by and between the CITY OF NORTH MIAMI BEACH, a political subdivision of the State of Florida, having an address at 17011 NE 19th Ave, North Miami Beach, Florida 33162 hereinafter referred to as the "CITY", and CBIZ CPAs P.C. , having an address at 1 SE Third Avenue, Suite 1100, Miami, FL 33131, hereinafter referred to as the "CONSULTANT".

R E C I T A L S

WHEREAS, pursuant to Resolution R2024-124 the City Commission approved and awarded RFQ-24-018-SG External Auditing Services at its December 17, 2024, City Commission Meeting. Subsequently, the CITY and the COSULTANT entered into an agreement for an initial term ending February 6, 2028 with the option to renew for two (2) additional one-year periods upon mutual agreement of both parties; and

WHEREAS, the CITY and the CONSULTANT agree to increase the scope of services under the agreement to include assistance with the preparation of financial statements for the City and North Miami Beach's Community Redevelopment Agency (CRA) for the fiscal years ending September 30, 2025, through September 30, 2028, and optional renewal years, if exercised; and

WHEREAS, the additional services shall not exceed $60,000 for fiscal year ending 2025 and $45,000 for fiscal year ending 2026, subsequent years will be $45,000 subject to an optional annual price adjustment of four percent (4%) in accordance with Section 3. Compensation of the agreement.

WHEREAS, at the July 15, 2025, City Commission Meeting, the City Commission approved Resolution R2025-XX to amend agreement RFQ-24-018-SG External Auditing Services to include assistance with the preparation of financial statements for the fiscal years ending September 30, 2025, through September 30, 2028.

VENDOR_____

CAO_____

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

1. **RECITIALS.** The foregoing recitals are true and correct and are hereby incorporated by reference into this Agreement.

CHANGES. The Parties agree to amend the contract to include assistance with the preparation of financial statements for the fiscal years ending September 30, 2025, through September 30, 2028 in accordance with "Exhibit A" with associated costs outlined herein.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 1 on the day last party signed below.

CBIZ CPAs, P.C

By: _____
(Signature)

Name:_____
(Print)

Title: _____

Date: _____

CITY OF NORTH MIAMI BEACH

By: _____
Mario Diaz, City Manager

Date: _____

Approved as to form and Legal Sufficiency:

GREENSPOON MARDER, LLP

By: _____
City Attorneys

Attest

_____
Andrise Bernard, City Clerk

VENDOR_____

CAO_____

Consent Agenda
9.21.

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:	Andrew Plotkin, Interim City Manager
DATE:	July 15, 2025

RE: Resolution No. R2025-105 Approving Task Order No.2 to Develop a 20-Year Capital Improvement Plan for the City's Water and Wastewater Systems with Kimley-Horn (Hamid Nikvan, NMB Water Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Resolution
- Exhibit A

CITY COMMISSION
STAFF REPORT

DEPARTMENT: NMB Water - Utilities Department

SUBJECT: Motion to approve and authorize Task Order No.2 issued to Kimly-Horn and Associates, Inc. for $143,350 to develop a 20-year Capital Improvement Plan for the City's water and wastewater systems.

CITY MANAGER RECOMMENDATION:

The Interim City Manager recommends approval and authorization of Task Order No. 2 issued to Kimley-Horn and Associates, Inc. (Kimley-Horn) for $143,350 to develop a 20-year Capital Improvement Plan (CIP) for NMB Water's water and wastewater systems.

Kimley-Horn is one of the consultants approved by the City Commission under Agreement No. RFQ-19-082-MC for Professional Services, meeting the requirements of Florida Statute (FS) 287.055, known as the Consultants' Competitive Negotiation Act (CCNA). Pursuant to FS 287.055(2)(g), a consultant selected through the CCNA process can be awarded a continuing contract for studies not exceeding $500,000 without additional competition. Kimley-Horn's expertise in water/wastewater engineering and prior work with NMB Water, including support for the 2017 Master Plan, makes them well-suited to deliver this CIP. The negotiated price of $143,350 is deemed fair and reasonable by staff.

BACKGROUND OF ITEM:

NMB Water is responsible for the operation, maintenance, and enhancement of the City's water and wastewater systems, serving over 175,000 residents across North Miami Beach and neighboring areas. With an annual operating budget exceeding $40 million and infrastructure valued in the hundreds of millions, strategic planning is critical to ensure reliable, cost-effective service. A 20-year CIP will provide a roadmap for prioritizing and scheduling major capital projects, such as treatment plant upgrades, pipeline replacements, capacity expansions, and resilience improvements, aligning with the City's Strategic Plan and the Sustainability, Resilience, and Energy Efficiency Initiative.

The City's last Water and Wastewater Master Plan, developed in 2017, included only a 5-year CIP, which is now outdated and insufficient for long-term planning. Currently, NMB Water lacks a plan to address future CIP needs, leaving the City vulnerable to regulatory, operational, and financial challenges. The 20-year CIP will:

- Identify and prioritize major capital projects, such as treatment plant upgrades, pipeline replacements, capacity expansions, and resilience improvements (e.g., wastewater-to-sewer conversion for 6,310 properties).
- Account for construction cost escalations to ensure accurate budgeting.
- Address new regulatory requirements, including PFAS compliance and wastewater treatment standards.

- Serve as a baseline for the ongoing water and wastewater rate study analysis, ensuring capital improvement costs are accurately reflected in rate projections to maintain fiscal sustainability.
- Support funding applications for grants and loans (e.g., CWSRF, WIFIA), which require long-term capital plans.

Kimley-Horn's scope includes a CIP workshop with City staff, project identification, site visits to key infrastructure, cost updates with inflation adjustments, and draft/final CIP reports, to be completed within 225 days. The CIP will update Section 9 of the 2017 Master Plan, providing a fiscal and project planning framework. This effort does not include detailed condition assessments or a rate study, which will be addressed separately following the CIP's completion to ensure adequate funding for critical projects like sewer inflow and infiltration corrections, PFAS removal advanced treatment, routine watermain replacement program, supply water well rehabilitations, sewer lift stations rehabilitations, advanced metering infrastructure upgrade, and septic-to-sewer transitions.

ALTERNATIVES:

1. **Approve Task Order No. 2**: Proceed with Kimley-Horn's $143,350 contract to develop the 20-year CIP, ensuring a strategic framework for infrastructure investments, regulatory compliance, and funding opportunities. This option supports accurate rate study analysis and minimizes risks to service reliability.
2. **Do Not Approve Task Order No. 2**: Forgo the 20-year CIP update, relying on the outdated 2017 5-year CIP. This alternative poses significant risks:
    - **Rate Structure Impact**: Without a long-term CIP, the ongoing rate study will lack accurate capital cost projections, potentially leading to underfunded projects or sudden rate hikes, undermining fiscal stability and public trust.
    - **Financial Planning Risks**: Inability to secure grants/loans (e.g., CWSRF, WIFIA) due to missing planning documentation, forcing reliance on customer rates or debt for major projects like wastewater-to-sewer.
    - **Infrastructure Improvement Delays**: Failure to prioritize aging infrastructure (e.g., Norwood Water Treatment Facility) and regulatory needs (e.g., PFAS compliance) risks system failures, service disruptions, and non-compliance penalties, as seen in recent metering issues.
    - **Lost Cost Efficiency**: Delaying the CIP increases exposure to construction cost escalations, inflating future project costs and straining budgets, contrary to sustainability's cost optimization goals.

Staff strongly recommends Alternative 1 to mitigate these risks and align with NMB's long-term infrastructure and financial planning objectives.

FISCAL IMPACT:

There is sufficient funding available in the Water and Sewer Utility operating Fun. To address the funding needs for this request, staff requested an internal budget transfer from Other Contractual Services account 410900-533347 to Professional Services account 410900-533310, which has been processed to ensure sufficient funds.

General Ledger Acct. Number	Budgeted Amount	Available Amount	Available After Budget Transfer	New Request Amount	Remaining Amount
410900-533310	$281,000	$29,959.33	$169,959.33	$143,350.00	$26,609.33

ATTACHMENTS:

1. Exhibit A – Task Order No. 2 and Statement of Work
2. Exhibit B – Level of Effort (LOE) Justification
3. Original Professional Agreement No. 19-082-MC with Kimley-Horn and Associates, Inc.
4. NMB Water Budget Transfer Request
5. Vendor Compliance Documentation

RESOLUTION NO. R2025--

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A TASK ORDER FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DEVELOPMENT OF A 20-YEAR CAPITAL IMPROVEMENT PLAN FOR THE CITY'S WATER AND WASTEWATER SYSTEMS IN AN AMOUNT NOT TO EXCEED $143,350.00, WITH KIMLEY-HORN & ASSOCIATES, INC. 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 Kimley-Horn & Associates, Inc. ("Kimley-Horn") on January 13, 2021, 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 January 13, 2026; and

WHEREAS, the City's 2017 Water and Wastewater Master Plan included only a 5-year Capital Improvement Plan, which is now outdated, and NMB Water currently lacks a long-term plan to address future infrastructure needs, posing regulatory, operational, and financial risks; and

WHEREAS, implementing a 20-year Capital Improvement Plan will guide the prioritization and scheduling of major projects such as treatment plant upgrades, pipeline replacements, and resilience improvements in alignment with the City's Strategic Plan and Sustainability, Resilience, and Energy Efficiency Initiative; 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 a Task Order with Kimley-Horn in an amount not to exceed $143,350.00 for the development of a 20-year Capital Improvement Plan for the City's water and wastewater systems; 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 a Task Order with Kimley-Horn &

Associates, and execute a purchase order in a budgeted amount not to exceed $143,350.00 for the development of a 20-year Capital Improvement Plan for the City's water and wastewater systems.

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

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

Section 2. The Task Order with Kimley-Horn & Associates, Inc. in an amount not to exceed $143,350.00 for the development of a 20-year Capital Improvement Plan for the City's water and wastewater systems, in substantially the form attached as Exhibit "A," is approved and the City Manager or designee is authorized to issue a purchase order and execute the Task Order on behalf of the City.

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

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

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

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given 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 **15th day of July 2025**.

ATTEST:

ANDRISE BERNARD, MMC	MICHAEL JOSEPH
CITY CLERK	MAYOR

(CITY SEAL)

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

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Mayor & Commission

City of North Miami Beach

EXHIBIT A

Revised 02/2024

PROCUREMENT MANAGEMENT DEPARTMENT

PROCUREMENT EXPLANATION MEMO

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

VIA: Chief Procurement Officer

FROM: Hamid Nikvan
Director

H.R.Nikvan
Signature

NMB Water
Department

06/05/2025
Date

RE: 20 Year Capital Improvement Plan

Fiscal Amount not to Exceed: $143,350.00

Vendor # 497081

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

The purpose of this purchase is to procure a professional consulting services to develop a comprehensive 20-year Capital Improvement Plan (CIP) for the City's water and wastewater utility systems. This CIP will serve as a strategic framework to guide long-term investment decisions, ensure regulatory compliance, improve system reliability and resiliency, and align infrastructure development with projected growth and service demands.

Background:

The City's water and wastewater infrastructure systems are critical to public health, environmental protection, and economic development. The current infrastructure is aging and requires systematic evaluation, prioritization, and reinvestment to maintain service levels and meet future regulatory and operational needs. A 20 Year comprehensive Capital Improvement Plan will identify and schedule major capital projects, including treatment plant upgrades, pipeline replacements, capacity expansions, and resilience improvements, ensuring a transparent and data-driven approach to infrastructure planning.

Recommendation:

Approval.

Fiscal Impact / Account Number(s):

FIscal Impact: $143,350.00
Account Number: 410900-533310

Finance Director: _____ **Date** _____

Chief Procurement Officer: _____ **Date** _____
(Purchases/Contract up to $25,000.00)

City Manager: _____ **Date** _____

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

CONSULTANT TASK ORDER NO. 2
STATEMENT OF WORK

This Statement of Work is executed between the CITY OF NORTH MIAMI BEACH ("CITY") and (Kimley-Horn and Associates, INC.) ("CONSULTANT").

The CITY and CONSULTANT agree that all of the Services authorized by this Statement of Work shall be subject to the terms and conditions set forth within the Agreement No. 19-082-MC for Professional Services on a Continuing Basis between CITY and CONSULTANT (the "Master Agreement"). Upon execution of this Statement of Work, the Master Agreement shall be incorporated into and be considered a part of this Statement of Work as if set forth herein in its entirety. Any capitalized terms which are not defined herein shall have the meanings defined in the Master Agreement.

1. Documents. The following Documents are incorporated into and shall be a part of this Statement of Work as if fully stated herein:

   A. The Level of Effort (LOE) Justification attached hereto as Attachment A1;
   B. All parts of standards, reference manuals, regulations, and similar documents cited in this Statement of Work; and,

2. Project Name, Description, and Number (the "Project"). The Project which is covered by this Statement of Work is named, described, and numbered as follows:

   Water and Wastewater 20-year Capital Improvement Plan

   The CITY has determined that an update to the Capital Improvement Plan (CIP) that was developed in their 2017 Master Plan required. This effort, as being requested from the CONSULTANT, will assist the CITY in ensuring their current needs and long-term goals identified in the Master Plan are being adhered to. This CIP will also provide a roadmap to the CITY for fiscal year planning, both from a project and financial perspective.

   This project is a service associated with the CITY's selection of the CONSULTANT to provide professional services on a continuing basis in accordance with Florida Statute 287.055 – Consultants Competitive Negotiation Act ("CCNA"), CITY RFQ-19-082-MC for the following categories:

   Water/Wastewater Engineers, Civil/Structural Engineers, Civil/Traffic & Transportation Engineers, Mechanical, HVAC & Plumbing Engineers, Permit Review, Planning & Zoning, Code Compliance and Business Licensing.

3. CONSULTANT's Services. The Services to be performed by CONSULTANT under this Statement of Work include all of the following:

   Phase 1 – Project Management, Administration, and Coordination

   Task 101 – Project Management

   Project management includes activities related to initiating, planning, executing, controlling, and closing the Project. The CONSULTANT will perform a technical review of deliverables, in accordance with standards,

prior to transmitting them to the CITY. Under this Task, the CONSULTANT will be responsible for overall coordination and oversight of the project execution. This task will also include the CIP Workshop and the Draft CIP review meeting.

Phase 2 – CIP Development

Task 201 CIP Workshop

The CONSULTANT will conduct a workshop with the CITY and their staff to discuss the overall project, obtain lists of projects completed since the 2017 Master Plan was adopted and assessment of current and long-term goals, along with potential new projects that the CITY needs to be incorporated into the revised CIP.

Task 202 CIP Development

Based upon findings/discussions from the CIP Workshop, the CONSULTANT will proceed with establishing guiding principles and strategic objectives to ensure that the CIP is aligned with the new CITY vision and goals. This task includes the project identification, site visits to key projects, anticipated fiscal year of the proposed work and CIP spreadsheet development.

Task 203 Project Costs Update

The CONSULTANT will update the project costs that are developed in Task 203 and 204 above, with standard inflation rate increases, reflective of current economic conditions for future year projects.

Task 204 CIP Report (Draft)

The CONSULTANT will revise Section 9, Capital Improvement Program, of the 2017 Master Plan to reflect the revised CIP that is developed to be used as an Appendix within the Master Plan. CONSULTANT will meet with the CITY to discuss and review draft report.

Task 205 CIP Report (Final)

Based upon the comments received for the CITY on Task 204 above, the CONSULTANT will prepare a Final CIP Report for their use.

4. CONSULTANT's Deliverables. As part of CONSULTANT's Services, CONSULTANT shall provide the following Deliverables:

- Minutes from CIP Workshop
- Draft CIP
- Final CIP
- All project correspondence, letters and emails

5. Project Milestone Schedule. The Project Milestone Schedule is as follows:

Project Element	Duration (days)
Notice to Proceed	To be issued on/before Task 201
Task 101 – Project Management/Meetings	Throughout Project Duration
Task 201 CIP Workshop	10 Days
Task 202 CIP Development	75 Days
Task 203 Project Costs Update	60 Days
Task 204 CIP Report (Draft)	50 Days
Task 205 CIP Report (Final)	30 Days

6. CONSULTANT's Key Employees and Project Staffing Team. The following are CONSULTANT's Key Employees and subconsultants/vendors who will perform CONSULTANT's Services under this Task Order, and, with respect to Key Employees, the corresponding percentage of that Key Employee's time that will be devoted to performance of CONSULTANT's Services, and, with respect to subconsultants/vendors, the Services and Deliverables to be provided by the subconsultant/vendor.

Name of Key Employee	% of Time for Services
Thomas C. Jensen, P.E.	5%
Stefano Viola, P.E.	10%
Kevin Gerszuny, P.E.	25%
Marlon Ramirez, EI	35%
Tammy Culpepper	10%
Jose Reyes (C&W Engineering) Electrical	20%

CONSULTANT shall not substitute or substantially revise the responsibilities of Key Employees nor change Key Employees without the prior written consent of CITY.

7. Compensation and Reimbursable Expenses. CONSULTANT's Compensation for its Services noted within Task 101 and Task 201 thru 205 above shall be in accordance with the Agreement and the Compensation Schedule.

☒ The total lump sum amount of $ 143,350.00
(Task 101, 201-205)

☐ Reimbursable on a time and material basis at the rates set forth in the Master Agreement (N/A)

The total not-to-exceed amount for the time and material services include Reimbursable Expenses incurred in accordance with the Master Agreement.

8. CITY's Designated Representative.

Pedro Melo – Assistant Director for Operations And Maintenance

9. CONSULTANT's Designated Representative.

Thomas C. Jensen, P.E. Sr Project Manager

10. Effective Date.

Notwithstanding anything herein to the contrary, this Statement of Work shall not be valid and enforceable unless and until CITY issues to CONSULTANT a purchase order for this Statement of Work. The Effective Date for this Statement of Work shall be the date of such purchase order.

CITY OF NORTH MIAMI BEACH:	CONSULTANT:
Signature	Signature
	Stefano Viola
Print	Print
	Vice President
Title	Title
	April 2, 2025
Date	Date

By: _____
Andrew Plotkin, Interim City Manager

Date: _____

KIMLEY-HORN AND ASSOCIATES
ATTACHMENT A1

ATTACHMENT A1 **20 YEAR CIP** CIP Development		DIRECT LABOR (MAN-HOURS)													
		PRINC ENG	SR PROF	SR PM	PROF	JR PROF	ENG ANALYST	SR CAD DES	SR CONST	CAD DES	ADMIN	**TOTAL HOURS**	SUB COSTS	EXPENSES	LINE TOTAL
PH	TASK														
1	**Project Management, Administration and Coordination**														
	Task 101 Project Meetings and Summaries related to CIP		32		26		0	0			8	**66**	$0	$893	$14,637
2	**CIP Development**														
	Task 201 CIP Workshop	0	8	0	12	0	6	0			4	**30**	$3,000	$348	$8,708
	Task 202 CIP Development	2	48	0	65	52	85				4	**256**	$6,000	$2,820	$52,205
	Task 203 Project Costs Update	2	12	0	65	48	24	0			8	**159**	$5,500	$1,671	$32,886
	Task 204 CIP Report (Draft)	4	16		48		20				12	**100**	$5,000	$1,139	$23,659
	Task 205 CIP Report (Final)	4	8		16		12				6	**46**	$2,500	$534	$11,254
	TOTAL HOURS	12	124	0	232	100	147	0	0	0	42		$22,000	$7,406	**$143,350**
	LABOR ($/HOUR)	$300	$265	$230	$175	$140	$130	$155	$145	$120	$90				$0
	SUBTOTAL	$3,600	$32,860	$0	$40,600	$14,000	$19,110	$0	$0	$0	$3,774		$22,000	$7,406	$143,350

Procurement Management Department

Thursday, November 14, 2024

SENT VIA EMAIL
tom.jensen@kimley-horn.com

Kimely-Horn & Associates, Inc
Tom Jensen, P.E
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411

RE: RFQ-19-082-MC Continuing Services Agreement for Architectural /Engineering Landscape Architect

Dear Tom Jensen,

RFQ-19-082-MC Continuing Services Agreement for Architectural /Engineering Landscape will expire on January 13, 2025. The purpose of this letter is to determine your willingness to extend the current contract up to one (01) year, under the same terms and conditions of RFQ-19-082-MC, to provide professional engineering services on a continuing basis in accordance with Florida Statute 287.055- Consultant Competitive Negotiation Act (CCNA) at City of North Miami Beach.

If agreed upon, the contract will be extended until January 13, 2026.

Please sign this letter below acknowledging agreement to this extension and return it to the Procurement Management Department via Adobe. In addition, please provide an updated certificate of insurance that lists the City as additionally insured via email to bids@citynmb.com . A copy of the signed letter will be sent to you for your records.

Sincerely,

Shereece George Depusoir

Shereece George Depusoir
Chief Procurement Officer

Check one:

☑ Yes, we will extend the current contract under the same terms and conditions as indicated above.

☐ No, we are unable to extend the contract.

Michael F Schwartz	Senior Vice Pre
Name	Title
Michael F Schwartz	12/11/2024
Signature	Date

C: Samuel Zamacona Director Public Works

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AGREEMENT FOR PROFESSIONAL SERVICES
ON A CONTINUING BASIS
BETWEEN THE CITY OF NORTH MIAMI BEACH
AND **KIMLEY-HORN AND ASSOCIATES, INC.**

THIS AGREEMENT is made and entered into as of the 13 day of January 2021, by and between the CITY OF NORTH MIAMI BEACH, a political subdivision of the State of Florida, having an address at 17011 NE 19th Avenue, North Miami Beach, Florida 33162, hereinafter referred to as the "CITY", and **KIMLEY-HORN AND ASSOCIATES, INC.**, having an address at **1920 WEKIVA WAY, SUITE 200, WEST PALM BEACH, FL 33411**, hereinafter referred to as the "CONSULTANT".

RECITALS

WHEREAS, the CITY issued Request for Qualifications ("RFQ") 19-082-MC *"Continuing Services Agreement for Architectural/Engineering, Landscape Architect, etc"* to contract with a qualified professional or firm to provide professional engineering services on a continuing basis in accordance with Florida Statute 287.055 – Consultants Competitive Negotiation Act ("CCNA"); and

WHEREAS, the CONSULTANT having examined the scope of the services required hereunder and having expressed desire and willingness to provide such services and having presented qualifications to the City in support of those expressed requirements; and

WHEREAS, the City having evaluated the qualifications of the CONSULTANT to perform the services herein contemplated and found those qualifications satisfactory in category (ies); **Category 2-Water/Wastewater Engineers, 3-Civil/Structural Engineers, 4-Civil/Traffic & Transportation Engineers, 9-Mechanical, HVAC & Plumbing Engineers, 10-Permit Review, 11-Planning & Zoning, Code Compliance and Business Licensing, 12-Surveyors**; and

WHEREAS, the CONSULTANT is to be bound by the terms and conditions of the RFQ-19-082-MC, which includes the General Terms and Conditions, Special Conditions, Scope of Services, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the assertions included in the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B" and the schedule of proposed fees and/or billing rates for awarded categories incorporated here in as "Exhibit C"; and

WHEREAS, the CITY desires to procure from the CONSULTANT such services for the CITY, in accordance with the terms and conditions of this Agreement.

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

Additional Terms and Conditions

SECTION 1. TERM.

VENDOR DS MFS
CAO

1.1 The term of this Agreement shall begin upon full execution of the agreement for an initial three (3) year term. The City Manager or designee shall have the option to renew the Agreement for up to two (2) additional one (1) year terms.

1.2Both parties have the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon fifteen (15) days written notice to the other party. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered prior to and through the date of termination, copies of all records, charts, sketches, studies, plans, drawings, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the CITY within ten (10) days.

1.3 If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement, and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

SECTION 2. PAYMENT.

2.1 Payment shall become due and payable to CONSULTANT upon submission of the receipt of invoice.

2.2 Payment shall be paid not more than once monthly for work performed on existing Task Orders. All invoices submitted shall clearly reference the purchase order issued for the Task Order, the project name and the services performed. Work invoiced must be done in a manner that multiple Task Orders are not listed on the same invoice.

2.3 Total compensation paid to CONSULTANT under this Agreement shall not exceed statutory thresholds established for continuing services set forth in Florida law.

SECTION 3. NOTICE.

3.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONSULTANT and the CITY designate the following as the respective places for giving such notice:

CITY: Procurement Management Division
City of North Miami Beach, 3rd Floor
17011 NE 19th Avenue, Suite 315 North
Miami Beach, Florida 33162 Telephone
No. (305) 948-2946
Email: bids@citynmb.com

VENDOR DS MFS
CAO

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

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

CONSULTANT: KIMLEY-HORN AND ASSOCIATES, INC
Tom Jensen, P.E.
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411
Telephone No. (561) 845-0665
Email: tom.jensen@kimley-horn.com

SECTION 4. MODIFICATION.

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

SECTION 5. INDEPENDENT CONTRACTOR.

5.1 The CONSULTANT is an Independent Contractor under this Agreement. Personnel provided by the CONSULTANT shall be employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the CONSULTANT. The CONSULTANT shall be solely responsible for any injuries suffered by the CONSULTANT's employees. It is clear that CITY will not provide workers' compensation insurance for the CONSULTANT or its employees.

Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither party hereto shall be liable for the debts or obligations of the others. No employee or agent of the CONSULTANT shall be deemed to be an employee or agent of the CITY. The CONSULTANT shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the performance of any services to the CITY. Should any question arise as to the interpretation or as to the nature of the services to be provided by the CONSULTANT, the opinion of the CITY shall establish, for all purposes, the nature of the work. The CONSULTANT shall have no power to obligate CITY.

SECTION 6. INDEMNIFICATION.

VENDOR DS MFS
CAO

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6.1

SECTION 7. GOVERNING LAW.

7.1 This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

SECTION 8. RECORDS.

8.1 CONSULTANT agrees that all records, books, documents, papers and financial information ("Records") that result from providing services to the CITY under this agreement shall be the property of the CITY. Upon termination or cancellation of this agreement, any and all such Records shall be delivered to the CITY within ten (10) days. The CITY shall maintain records, books, documents, papers and financial information pertaining to work performed under this agreement during the term of this agreement and for a period of three (3) years following termination of this agreement. The City Manager or his/her designee shall have access to and the right to examine and audit any Records involving the CONSULTANT's services related to this agreement. The restrictions and obligations of this section of the Agreement shall survive any expiration, termination, or cancellation of this Agreement and shall continue to bind the CONSULTANT, his heirs, successors and assigns.

SECTION 9. ASSIGNMENT AND SUBCONTRACTING

9.1 This Agreement and the rights of the CONSULTANT and obligations hereunder may not be assigned, delegated or subcontracted by the CONSULTANT without the express prior written consent of the City. Any assignment, delegation or subcontract without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the City may immediately terminate the Agreement in accordance with the provisions of paragraph (Termination by Default). The City may assign its rights, together with its obligations hereunder.

SECTION 10. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

10.1 Pursuant to Section 119.0701 of the Florida Statutes, Consultant agrees to:

A. Keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this agreement. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

B. Upon request from the City's custodian of public records, Consultant shall 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Notwithstanding, it is understood that at all times Consultant's work papers shall remain the sole property of Consultant, and are not subject to the terms of this Agreement.

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D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Consultant shall be delivered by Consultant to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Consultant will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

E. Any compensation due to Consultant shall be withheld until all records are received as provided herein.

F. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

CONSULTANT SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO CONSULTANT. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: (305) 787-6001, E-MAIL ADDRESS: CITYCLERK@CITYNMB.COM, AND MAILING ADDRESS: CITY CLERK, NMB CITY HALL, 17011 N.E. 19 AVENUE, NORTH MIAMI BEACH, FLORIDA 33162-3100).

SECTION 11. PROMPT PAYMENT ACT.

11.1 The City as a municipal corporation is subject to the *Local Government Prompt Payment Act,* Chapter 218, Part VII, Fla. Stat. (as amended).

SECTION 12. CONFLICT OF INTEREST/CODE OF ETHICS.

12.1 The CONSULTANT represents that it has provided a list of all current clients subject to the jurisdiction of the City. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the City. The CONSULTANT agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the City. Upon request of the CONSULTANT, and full disclosure of the nature and extent of the proposed representation, the City Manager or his designee shall have the authority to authorize such representation during the term of this Agreement.

12.2 The CONSULTANT agrees to adhere to and be governed by all applicable provisions of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance Section 2-11.1, as amended; and by the City

of North Miami Beach Charter and Code as amended; both of which are incorporated by reference as if fully set forth herein, in connection with the Agreement conditions hereunder. The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirectly that should conflict in any manner or degree with the performance of the services.

12.3 Standards and Proper Decorum: The City promotes and expects a *high standard* of ethics and professional conduct in all City employees. The CONSULTANT shall be held to the same standards and shall be *held* accountable to any conduct or demeanor contrary to the policy while representing the City.

SECTION 13. SOVEREIGN IMMUNITY.

13.1 The CITY is a political subdivision of the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the CITY's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION 14. ORDER OF PRECEDENCE.

14.1 IN THE EVENT THERE IS A CONFLICT BETWEEN THIS AGREEMENT, THE RFQ, CONTRACTORS' RESPONSE, OR SCOPE OF WORK, THE ORDER OF PRECEDENCE SHALL BE THIS AGREEMENT, THE RFQ, AND THE CONTRACTORS' RESPONSE. THE CITY EXPRESSLY REJECTS ANY ADDITIONAL TERMS OR CONDITIONS NOT CONSISTENT WITH THE TERMS HEREIN.

SECTION 15. INSURANCE.

15.1 CONSULTANT shall carry professional liability insurance or other form of insurance, which shall provide coverage of not less than One Million Dollars ($1,000,000.00).

CONSULTANT shall maintain and carry in full force during the Term the insurance required herein. Upon City's notification, the CONSULTANT 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 CONSULTANT as required by Florida Statute 440. Should the CONSULTANT be exempt from this Statute, the CONSULTANT and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt CONSULTANT 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 per person and $2,000,000 per occurrence. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear

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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 CONSULTANT. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida.

SECTION 16. NON-EXCLUSIVITY.

16.1 This Agreement is non-exclusive. The City retains the right to engage the services of additional third-party Consultants or assign responsibilities to an employee of the City to perform the same or similar services provided by Consultant under this Agreement and to assign work to such parties in its sole discretion.

SECTION 17. ANTI-DISCRIMINATION.

17.1 Consultant certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Consultant further agrees that neither Consultant, nor any parent company, subsidiaries or affiliates of Consultant are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

SECTION 18. SCRUNTIZED COMPANIES.

18.1 Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

18.2 If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

18.3 The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 19. NO CONTINGENCY FEES.

19.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has

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not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

SECTION 20 AUTHORIZED WORK

20.1 When work is ordered by the CITY the CONSULTANT shall prepare a Scope of Work ("Task Order" for the requested task. The Task Order shall be executed by both parties.

SECTION 21 TASK ORDERS

21.1 All future work will be authorized by use of a Task Order. Task Orders will be sequentially numbered. The CONSULTANT will provide a proposal for each project in a format approved by the City. The proposal will include the Agreement No. 19-082-MC and a detailed Scope of Service as agreed to by the CITY. The proposal will also include a total expected compensation for the Scope of Services. The compensation amount must be supported by a detailed breakdown by task and position. Positions and billable rates must correlate to the Schedule of Hourly Rates located in EXHIBIT 'C'.

21.2 The Terms and Conditions of this Agreement are incorporated into all Task Orders. All Task Orders must be executed by the proper authority. Depending on dollar value of the Task Order it will be either with approval of the Commission, or the City Manager. Any Task Order(s) executed under this agreement will survive the expiration of the original Agreement and all amendments and will be valid until all services associated with the Task Order(s) are completed.

SECTION 22 FEES

22.1 The Schedule of Fees included in EXHIBIT 'C' shall prevail for the full duration of the initial term of the Agreement. CONSULTANT may request an increase to the Schedule of Fees in writing at least sixty (60) days prior to the expiration of the current term. Such request will be considered by the CITY and if approved incorporated into any amendment to extend the Agreement. CONSULTANT shall provide justification for any request to increase the fees listed in EXHIBIT 'C'.

SECTION 23 APPROVAL OF PERSONNEL

23.1 The City reserves the right to discontinue (terminate) when key personnel identified in the CONSULTANT's response to the original Request for Qualifications are not available. The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONSULTANT pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONSULTANT pursuant to this Agreement, CITY may require CONSULTANT assign a different person or persons be designated to be the contact person or to perform the CONSULTANT services hereunder.

SECTION 24 FLORIDA STATUTE 558.0035

PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

(Signature page follows)

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day last signed below.

KIMLEY-HORN AND ASSOCIATES, INC.

DocuSigned by:
By: Michael F. Schwartz
B6DD87C4A8CE468...

Name: Michael F. Schwartz, P.E.
(Print)

Title: Senior Vice President

Date: 1/13/2021

CITY OF NORTH MIAMI BEACH

By: _____
Esmond K. Scott, City Manager

Date: 02-01-2021

Andrise Bernard
Attest: Andrise Bernard, City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

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CAO _____

Exhibit “A”

Solicitation RFQ-19-082-MC

CONTINUING SERVICES AGREEMENT FOR ARCHITECTURAL/ENGINEERING, LANDSCAPE ARCHITECT

Bid Designation: Public

City of North Miami Beach

Bid RFQ-19-082-MC
CONTINUING SERVICES AGREEMENT FOR ARCHITECTURAL/ENGINEERING, LANDSCAPE ARCHITECT

Bid Number	**RFQ-19-082-MC**
Bid Title	**CONTINUING SERVICES AGREEMENT FOR ARCHITECTURAL/ENGINEERING, LANDSCAPE ARCHITECT**
Bid Start Date	**Aug 14, 2019 3:45:20 PM EDT**
Bid End Date	**Sep 25, 2019 2:00:00 PM EDT**
Question & Answer End Date	**Sep 11, 2019 5:00:00 PM EDT**
Bid Contact	**Meghan Cianelli Bennett** **Purchasing Supervisor** **305-948-2946** **Meghan.bennett@citynmb.com**

Description

A Request for Qualifications (RFQ) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Requests for Qualifications shall be in compliance with the State of Florida Competitive Consultants Negotiations Act, (CCNA) FS Chapter 287.055. Pricing is not submitted as a part of this evaluation process for submitted qualification proposals. Award will be based on the criteria set forth herein to the most qualified firms as indicated by the Statement of Work, herein.

3.1 PURPOSE AND INTENT

Pursuant to Section 287.055, Florida Statutes, the City of North Miami Beach is inviting qualified architectural and engineering firms to submit statements of their qualifications to provide architectural and/or engineering services to the City in response to this Request for Qualifications (the "RFQ").
Services are to be provided on various projects and assignments on an as needed basis. These services are related but are not limited to those projects listed in Exhibit A. The City does not guarantee to interested consultants they will receive work if awarded a continuing contract for consulting services.
The City, on an as needed basis, will periodically issue specific projects and assignments to the retained Consultant(s). The selected firm(s) shall demonstrate specific experience and capabilities and must have personnel qualified through education and experience in the specified disciplines.
The qualifications and selection of consultants shall be in accordance with Florida Statutes Section 287.055; Continuing Contracts. The selected consultants must be currently licensed to practice in the State of Florida, as required by law.
The City will endeavor to three (3) firms for most professional categories listed. Firms will not be limited to one discipline. Proposer shall designate discipline(s) they are proposing on the attached form. Each selected firm shall enter into a multi-year contract with the City. As each project task is identified, selected firms within the required discipline(s) may be requested to submit specific qualifications for a Task. Selection shall be to the most qualified firm for a particular task. City shall endeavor to rotate among all qualified firms.
The services sought by the City may include, whether in part or in whole, but not limited to; planning, engineering, architecture, landscape architecture, right of way engineering, construction engineering, civil engineering, structural engineering, environmental engineering, survey, mechanical and electrical engineering, preparation of plans and specifications, construction management, project management, and contract administration.

3.2 DESCRIPTION OF CITY OF NORTH MIAMI BEACH

The City of North Miami Beach is a first-tier suburb in northeastern Miami-Dade County, which is located in the southeast part of Florida. Located midway between Miami and Fort Lauderdale with excellent regional highway access, it is primarily a residential and shopping community. Its central location and easy access has made North Miami Beach one of South Florida's best known regional shopping areas and offers a wide variety of recreational, cultural, and dining experiences. The City of North Miami Beach celebrated its 90th Anniversary in 2016.

3.3 SCOPE OF SERVICES

A “continuing contract” is a contract for professional services entered into in accordance with all the procedures of the Consultants Competitive Negotiation Act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed $2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed $200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

Services may be required for a full range of municipal projects including the acquisition, operation or improvement of City lands, buildings, facilities, utilities and roads, building and structural evaluations to determine building capacity, development options or other related services, conceptual proformas and development analysis, re-use or alternative use analysis on existing buildings, project design, design drawings and cost estimates, project scope development for RFPs, RFQ’s and other contractual services, permitting and planning assistance.

Added on Sep 9, 2019:
The City has made the following revisions:

Section 3.1 - Deleted "These services are related but not limit to those projects listed in Exhibit A.

Section 4.0

Title Page, Page Limit 1

Table of Contents, Page Limit 2

Cover Letter and Executive Summary, Page Limit 4

4.1 Professional Capabilities and Project Experience, Page Limit 15

4.2 Completed Projects, Page Limit 3 per Project "No More Than 5 projects per discipline"

4.3 Financial Stability, Page Limit 5

4.4 Experience of Key Personnel, Page Limit 2 per person - do not provide duplicate resumes or information across disciplines

4.5 Firm's Resources and Experience with Government Entities, Page Limit 5

4.6 Client References, Page Limit 1 page per reference

4.7 Value Added Benefits, Page limit 10

All other information remains the same.

Firm Submitting Proposal

REQUEST FOR QUALIFICATIONS

RFQ NO: **19-082-MC**

TITLE: **CONTINUING SERVICES AGREEMENT FOR ARCHITECTURAL /ENGINEERING, LANDSCAPE ARCHITECT & SURVEYING SERVICES**

A Request for Qualifications (RFQ) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Requests for Qualifications shall be in compliance with the State of Florida Competitive Consultants Negotiations Act, (CCNA) FS Chapter 287.055. Pricing is not submitted as a part of this evaluation process for submitted qualification proposals. Award will be based on the criteria set forth herein to the most qualified firms as indicated by the Statement of Work, herein.

ADVERTISEMENT:	**August 14, 2019**	
DEADLINE FOR QUESTIONS:	**September 11, 2019**	**TIME: 5:00 PM EDT**
SUBMISSION DUE DATE:	**September 25, 2019**	**TIME: 2:00 PM EDT**
SUBMIT TO:	**PROCUREMENT MANAGEMENT DIVISION 17011 NORTH EAST 19th AVENUE, ROOM 315 NORTH MIAMI BEACH, FLORIDA 33162**	

1ST REVIEW COMMITTEE MEETING:	**OCTOBER**	**2019**
2ND REVIEW COMMITTEE MEETING:	**OCTOBER**	**2019**
CITY COMMISSION RESOLUTION TO NEGOTIATE:	**NOVEMBER**	**2019**

***DATES AND TIMES ARE TENTATIVE AND SUBJECT TO CHANGE**

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE
RFQ	REQUEST FOR QUALFICATIONS	3
1.0	GENERAL TERMS AND CONDITIONS	4
2.0	SPECIAL CONDITIONS	27
3.0	SCOPE OF SERVICES	29
4.0	PROPOSAL FORMAT	39
5.0	EVALUATION CRITERIA	35
6.0	REQUIRED FORMS	43
7.0	SAMPLE AGREEMENT	62

RFQ NO. 19-082-MC
REQUEST FOR QUALIFICATIONS:
CONTINUING SERVICES AGREEMENT FOR ARCHITECTURAL/ENGINEERING, LANDSCAPE ARCHITECT & SURVEYING SERVICES

The City of North Miami Beach, FL invites qualified firms to submit proposals in accordance with the requirements stated herein no later than **2:00 PM EDT on September 25, 2019** for **RFQ No. 19-082-MC Continuing Services Agreement for Architectural/Engineering, Landscape Architect & Surveying Services.** Interested firms may secure the solicitation package and all other pertinent information by visiting http://www.citynmb.com/ or at BidSync.com.

The selection of the successful Proposers shall be at the City's discretion and shall be made in a prompt manner after the receipt and evaluation of all RFQ responses.

Questions regarding this solicitation shall be submitted in writing via Bidsync.com no later than 5:00 PM on August 28, 2019. Responses to those questions considered material to the solicitation will be made available as formal addenda to the City's Purchasing website and BidSync.com. It is the responsibility of prospective Proposers to ensure they are aware of all addenda issued relative to this solicitation.

Event	Date
RFQ Available	August 14, 2019
Last Date Receipt of Questions (by 5:00 pm EST)	September 11, 2019
Proposals Due (2:00 pm EST)	September 25, 2019
Recording of Proposals (2:00 EST)	September 25, 2019
Evaluation Committee Review Meetings	October 2019
Oral Interviews with Short List / Ranking of Firms	October 2019
Negotiations Complete / Finalize Agreements	October 2019
City Commission Resolution to Award	November 2019

Proposers shall submit **One (1) original complete proposal package, four (4) duplicate copies of said package and one (1) flash drive**, to the **City of North Miami Beach Procurement Management Division – Attention: Purchasing Supervisor, Meghan Cianelli Bennett, 17011 N.E. 19th Avenue, 3rd Floor, North Miami Beach, FL 33162** on or before the due date stipulated above.

All packages shall be clearly marked "**RFQ No. 19-082-MC Continuing Services Agreement for Architectural/Engineering, Landscape Architect & Surveying Services."** The City will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver any package by the above referenced deadline**. Late submissions shall not be accepted.**

RFP responses will be publicly recorded and firm names read aloud in the City Hall 2nd Floor Commission Chambers on the due date/time noted above. 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.

Meghan Cianelli Bennett
Purchasing Supervisor
City of North Miami Beach

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

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 Proposers prior to the opening of Bids/Proposals.

Advertisement for Proposals: The public notice inviting the submission of proposals for the work.

Bid/Proposal Bond: A bond executed by a Bidder/Proposer and its Surety in the attached form guaranteeing that the Bidder/Proposer, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the City, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the City
Manager and/or City Commission.

Contract: The written agreement between the City and the proposer 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 Proposers, Proposal Form, Proposal 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 proposal 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 Proposal 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.

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 persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

Project Manager: The duly authorized representative designated to manage the Project.

Proposal: The written offer of a Proposer to perform the work or service.

Proposal Documents: Proposal Guarantee or proposal deposit. The Advertisement for proposal, Instructions to Proposers, Proposal Form, Proposer Bond, Contract, Performance

Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

Proposal Form: The form on which proposals are submitted.

Proposer: Any individual, firm, partnership or corporation submitting a proposal in accordance with the Instructions to Proposers.

Scope of Service: Document which details the work to be performed by the Proposer.

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 Proposer 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 proposals. At the time of contract award (including small purchase orders), Proposers 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 bid.

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. If transmitted by facsimile, the request should also include a cover sheet with Proposer's facsimile 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 between a potential vendor, service provider, Proposer, 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 should be sent in writing only to the Procurement Management Division at bids@Citynmb.com.

1.4 PROPOSERS RESPONSIBILITIES

Proposers are required to submit their proposals upon the following express conditions:

A. Proposers shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.

B. Proposers 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 Proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer 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 Proposer.

C. Proposers 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 PROPOSALS

A. Proposals and Addenda thereto shall be enclosed in sealed envelopes addressed to the Purchasing Supervisor, Meghan Cianelli Bennett, City of North Miami Beach, 17011 NE 19 Avenue, Room 315, North Miami Beach, Florida 33162. The name and address of the Proposer, the solicitation number, the date and hour of the proposal opening, and the solicitation title shall be placed on the outside of the envelope.

B. Proposals must be submitted on the forms furnished. E-mailed and facsimile Proposals will not be considered. Proposals shall be dated and time stamped in Room 315 prior to proposal opening. Proposers shall have sole responsibility of insuring delivery of proposals on time and to the proper location.

C. Proposers requesting a copy of the evaluation tabulation shall include a stamped, self-addressed envelope.

D. Proposals shall be submitted in duplicate. Submit one original and three copy and must include in your proposal package a CD or flash drive containing a PDF file of the entire original submission.

1.6 ADDENDA

The Procurement Management Division may issue an addendum in response to any inquiry received, prior to the proposal opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Proposer 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 Proposer's responsibility to ensure receipt of all addenda and any accompanying documents. Proposer(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their response. Failure to include signed formal Addenda in its response shall deem the response non-responsive provided, however, that the City may waive this requirement in its best interest.

1.7 REJECTION OF PROPOSAL

The City reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

1.8 WITHDRAWAL OF PROPOSAL

A. Proposals may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the proposal opening.

B. Proposals may be withdrawn prior to the time set for the proposal opening. Such request must be in writing.

C. The City will permanently retain as liquidated damages the proposal deposit furnished by any Proposer who requests to withdraw a proposal after the proposal opening.

1.9 LATE PROPOSALS OR MODIFICATIONS

Only proposals received as of opening date and

time will be considered timely. Proposals and modifications received after the time set for the proposal 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, Proposal 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 Proposal Submittal Section.

1.11 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other proposal 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 proposal, 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 proposal must be filed in writing with the Chief Procurement Officer by 5:00 PM, September 11, 2019.

1.12 INVOICING/PAYMENT

All invoices should be sent to: City of North Miami Beach, 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. Proposers should state any payment discount in the space provided on the proposal form.

1.13 COMPETENCY OF PROPOSERS

A. Pre-award inspection of the Proposer's facility may be made prior to the award of contract. Proposals 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 Proposer, 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 proposal 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 fax or 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 Fax: (305) 957-3522

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 Fax: (305) 787-6004

To the Proposer

Notices will be sent to the Proposer at the physical address, e-mail address, fax numbers and to the person listed in the proposal, 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 Proposer shall be considered to be at all times the sole employees of the Proposer under the Proposer's sole direction, and not employees or agents of the City of North Miami Beach. The Proposer shall supply competent and physically capable employees and the City is authorized to require the Proposer 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 PROPOSAL

The Evaluation Committee will make a recommendation based upon evaluation criteria, highest ranking. The City reserves the right to award to more than one Proposer. The City reserves the right to award contracts on a Primary or Secondary basis. The successful Proposer(s) shall be notified in writing of award.

1.17 PROTESTS

A. Right to protest. Any Proposer or interested parties (hereinafter collectively referred to as the " Proposer ") who has a substantial interest in, and is aggrieved in connection with the solicitation or proposed award of the RFP 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 RFP.

1. Any protest concerning the RFP 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 RFP specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms.

2. Any protest after the proposal 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 Proposers shall be notified in writing (which may be transmitted by electronic communication, such as facsimile transmission and/or 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 RFP.

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 RFP 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 RFP unless a written determination is made by the City Manager, that the award pursuant to the RFP 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 RFP 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 RFP 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 Proposer 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 Proposer.

1.19 DISQUALIFICATION OF PROPOSERS

A Proposer may be disqualified temporarily or permanently and his/her proposal(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

As part of its proposal, the Proposer must identify any and all subcontractors that will be used in the performance of the proposed contract, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the City when making the award in the best interest of the City. If the Proposer fails to identify any and all sub-contractors in the proposal, the City may allow the Proposer to submit this documentation during the evaluation period if such action is in the best interest of the City.

1.21 ASSIGNMENT

The successful Proposer 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 Proposer, by affixing his signature to this proposal, agrees to the following: "Proposer 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 proposal, the Proposer, 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 Proposers' requests to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after bid or proposal 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.

Proposers 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 Proposer shall not submit any information in response to this invitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the City in connection with this invitation/RFP shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Proposer. In the event that the Proposer 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 Proposer 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: PAMELA LATIMORE, CITY CLERK, NMB CITY HALL, 17011 N.E. 19 AVENUE, NORTH MIAMI BEACH, FLORIDA 33162-3100).

1.26 EXCEPTIONS TO PROPOSAL

The Proposer must clearly indicate any exceptions they wish to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. 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 Proposer to comply with the particular term and/or condition of the RFQ to which the Proposer took exception to (as said term and/or condition was originally set forth on the RFQ.)

1.27 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Proposer 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 Proposer or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded Proposer 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 Proposer expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded Proposer 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 proposal, 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 proposal form by the Proposer.

1.31 CLAIMS

Successful Proposer(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-FREE WORKPLACE PROGRAM

Proposers are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Proposers shall complete and submit a copy of the attached form and a copy of the program with their proposal.

1.36 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Proposers 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 Proposer 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 Proposer to submit to an audit. The Proposer 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 Proposer 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

Proposer 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: PAMELA LATIMORE, CITY CLERK, NMB CITY HALL, 17011 N.E. 19 AVENUE, NORTH MIAMI BEACH, FLORIDA 33162-3100).

1.38 GREEN PROCUREMENT POLICY

Proposers shall be required to comply with City's Green Procurement Policy, as provided for in the City's Purchasing Policy and Procedures.

1.39 INSURANCE REQUIREMENTS

The Proposer shall maintain and carry in full force during the Term the insurance required herein. Upon City's notification, the Proposer 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 Proposer as required by Florida Statute 440. Should the Proposer be exempt from this Statute, the Proposer and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt Proposer 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 per person and $2,000,000 per occurrence. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance. Add: Uninsured Motorist Coverage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Proposer. 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 Proposer 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 Proposer 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 Proposer 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 Proposer shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit certificate to the City. If the Proposer 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 Proposer 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 Proposer 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 Proposer 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

Bids, Proposals, addenda, bid/evaluation tabulations, lists of pre-bid conferences attendees and other information is available on the Procurement Management Division's website, which can be found at: www.Citynmb.com/. The City utilizes the following procedures for notification of solicitation opportunities: http://www.bidsync.com and on the City Website: https://www.citynmb.com/214/Bid-Opportunities. These are the only forms of notification by the City. The City shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the bidder's responsibility to verify the validity of all bid information received by sources other than those listed.

1.41 DISCLAIMER

The City of North Miami Beach may, in its sole and absolute discretion without prejudice or liability, accept or reject, in whole or in part, for any reason whatsoever any or all proposals; re-advertise this RFP; postpone or cancel at any time this RFP process; or, waive any formalities of or irregularities in the process. Proposals 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 proposals are analyzed, Proposer(s) submitting proposals 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 RFP, 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 RFP 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 RFP. In all cases the City of North Miami Beach shall have no liability to any proposal for any costs or expense incurred in connection with this RFP.

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 proposal, Proposer acknowledges that the materials submitted with the proposal and the results of the City of North Miami Beach's evaluation are open to public inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its proposal.

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 or their authorized representatives.

The proposer 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 Proposer 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 Proposer shall perform the same as though they were specifically mentioned, described and delineated.

The Proposer 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 Proposer acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Proposer agrees to provide input on policy issues in the form of recommendations.

The Proposer agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the City. The Proposer 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 Proposer warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the Proposer deemed necessary in order to determine the price the Proposer 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 Proposal Form. The City shall have no obligation to pay the Proposer 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 Proposer.

All Services undertaken by the Proposer before City's approval of this Contract shall be at the Proposer'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 Proposer 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 Proposer 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 Proposer in all aspects of the Services. At the request of the City, the Proposer shall promptly remove from the project any Proposer'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 Proposer.

B. The Proposer 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 Proposer's personnel performing services hereunder at the behest of the City. Removal and replacement of any Proposer's personnel as used in this Article shall not require the termination and or demotion of such Proposer's personnel.

C. The Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer's 's sole direction, supervision and control. The Proposer shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Proposer 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 Proposer 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 Proposer 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 Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

B. The Proposer 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 Proposer 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 Proposer must, in the final instance, seek to resolve every difference concerning the Agreement with the Contract Manager. In the event that the Proposer and the Contract Manager are unable to resolve their difference, the Proposer 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 Proposer 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 Proposer 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 Proposer. 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 Proposal, 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 Proposer 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 Proposer hereunder or furnished by the Proposer to the City and/or created by the Proposer 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 Proposer as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Proposer shall not, without the prior written consent of the City, use such documentation on any other project in which the Proposer or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Proposer 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 Proposer and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.

C. Accordingly, neither the Proposer 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 Proposer, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the City, except as required for the Proposer's performance hereunder.

1.59 VENDOR APPLICATION AND FORMS

Proposer shall be a registered vendor with the City's Procurement Management Division for the duration of the Agreement. It is the responsibility of the Proposer to file the appropriate vendor application and to update the application file for any changes for the duration of the Agreement, including any option years.

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 Request for Qualifications (RFQ'S) 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.

Section 2-11.1(d) of the Miami-Dade County Code of Ordinances, requires any City employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with the City or any person or agency acting for the City competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with the City of North Miami Beach or any person or agency acting for the City and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render the Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

1.60 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Proposer 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, Proposer 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 Proposer attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Proposer or any owner, subsidiary or other firm affiliated with or related to the Proposer 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 Proposer submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Proposer was not in violation at the time it submitted its affidavit.

1.62 CONFLICT OF INTEREST

The Proposer 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 Proposer in the Agreement. The Agreement is entered into by the Proposer without any connection with any other entity or person making a proposal 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 Proposer 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 Proposer's knowledge, any subcontractor or supplier to the Proposer.

C. Neither the Proposer nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Proposer shall have an interest which is in conflict with the Proposer'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 Proposer 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 Proposer 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, Proposer shall promptly bring such information to the attention of the City's Attorney. Proposer shall thereafter cooperate with the City Attorney's review and investigation of such information, and comply with the instructions Proposer receives from the Contract Manager in regard to remedying the situation.

1.63 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Proposer, 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 Proposer 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 Proposer 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 Proposer has with the City, the Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer, which are assigned by a person designated as authorized to bind the Proposer, will be recognized by the City as duly authorized expressions on behalf of Proposer.

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. Proposers must disclose any such

affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer or termination of the agreement, removal of the Proposer from the City's Proposer 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

Proposer acknowledges that the City may be utilizing the Proposer'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. Proposer 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 Proposer during the Agreement term. The Proposer 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. Proposer 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 Proposer may provide that the performance of any act by the City or Proposer 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 Proposer 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 Proposer shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.73 ANNEXATION

Proposer agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the City.

1.74 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

1.75 SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to

above. Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

2.1 COMPETENCY OF PROPOSERS

Proposals shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a reasonable period and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Proposer(s) qualified by experience to do the work specified.

The Proposer shall submit, prior to award of Contract, 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. Proposer shall be insured, licensed and certified by all applicable local, county, and state agencies.

2.2 PERFORMANCE OF SERVICES

Proposer agrees to perform services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality services shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the City may be rejected.

2.3 CONTRACT TERM

The City intends to issue a three (3) year initial term with two (2) options to renew at one (1) year each for a total of five (5) years. Proposing firms shall provide timelines within their proposal packages outlining investment, project and revenue milestones as applicable. Initial contract term and option years, as applicable, will be determined during the negotiation process and shall be specified in resultant agreement.

2.4 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 Proposers by written addenda. Failure of a Proposer to receive and/or acknowledge any addendum shall not release the Proposer from any obligations under this solicitation.

2.5 SCHEDULE OF EVENTS

The City will use the following tentative time schedule in the selection process. The City reserves the right to change and/or delay scheduled dates.

Event	Date
RFQ Available	August 14, 2019
Last Date Receipt of Questions (by 5:00 pm EST)	September 11, 2019
Proposals Due (2:00 pm EST)	September 25, 2019
Recording of Proposals (2:00 EST)	September 25, 2019
Evaluation Committee Review Meetings	October 2019
Oral Interviews with Short List / Ranking of Firms	October 2019
Negotiations Complete / Finalize Agreements	October 2019
City Commission Resolution to Award	November 2019

2.6 VARIATIONS, CONTRADICTIONS AND SUBSTITUTIONS

Any variations from RFP 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.

2.7 VENDOR AS AN INDEPENDENT CONTRACTOR

It is expressly agreed that the Proposer is an independent contractor and not an agent of City. The Proposer shall not pledge or attempt to pledge the credit of City or in any other way attempt to bind the City.

2.8 PROTECTION OF PROPERTY

The Proposer shall take extra precaution to protect all property while conducting services. Any damage done by the Proposer shall be corrected to its original or better state, and shall be corrected to the satisfaction of the Project Manager or designee.

2.9 PROPOSER'S REPRESENTATIONS

Proposer must familiarize itself with the nature and extent of the Solicitation Documents, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the services.

Proposer must give Project Manager written notice of all conflicts, errors or discrepancies that he has discovered in the Solicitation Documents and the written resolution thereof by Project Manager is acceptable to Proposer.

2.10 PERSONNEL

Proposer's personnel shall carry photo identification, commercial driver's license, and show same to City personnel at any time upon request. The City reserves the right to request the same of Subcontractors.

END OF SECTION

SECTION 3.0 SCOPE OF SERVICES

3.1 PURPOSE AND INTENT

Pursuant to Section 287.055, Florida Statutes, the City of North Miami Beach is inviting qualified architectural and engineering firms to submit statements of their qualifications to provide architectural and/or engineering services to the City in response to this Request for Qualifications (the "RFQ").

Services are to be provided on various projects and assignments on an as needed basis. ~~These services are related but are not limited to those projects listed in Exhibit A.~~ The City does not guarantee to interested consultants they will receive work if awarded a continuing contract for consulting services.

The City, on an as needed basis, will periodically issue specific projects and assignments to the retained Consultant(s). The selected firm(s) shall demonstrate specific experience and capabilities and must have personnel qualified through education and experience in the specified disciplines.

The qualifications and selection of consultants shall be in accordance with Florida Statutes Section 287.055; Continuing Contracts. The selected consultants must be currently licensed to practice in the State of Florida, as required by law.

The City will endeavor to award up to three (3) firms for most professional categories listed. Firms will not be limited to one discipline. Proposer shall designate discipline(s) they are proposing on the attached form. Each selected firm shall enter into a multi-year contract with the City. As each project task is identified, selected firms within the required discipline(s) may be requested to submit specific qualifications for a Task. Selection shall be to the most qualified firm for a particular task. City shall endeavor to rotate among all qualified firms.

The services sought by the City may include, whether in part or in whole, but not limited to; planning, engineering, architecture, landscape architecture, right of way engineering, construction engineering, civil engineering, structural engineering, environmental engineering, survey, mechanical and electrical engineering, preparation of plans and specifications, construction management, project management, and contract administration.

3.2 DESCRIPTION OF CITY OF NORTH MIAMI BEACH

The City of North Miami Beach is a first-tier suburb in northeastern Miami-Dade County, which is located in the southeast part of Florida. Located midway between Miami and Fort Lauderdale with excellent regional highway access, it is primarily a residential and shopping community. Its central location and easy access has made North Miami Beach one of South Florida's best known regional shopping areas and offers a wide variety of recreational, cultural, and dining experiences. The City of North Miami Beach celebrated its 90th Anniversary in 2016.

3.3 SCOPE OF SERVICES

A “continuing contract” is a contract for professional services entered into in accordance with all the procedures of the Consultants Competitive Negotiation Act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed $2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed $200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

Services may be required for a full range of municipal projects including the acquisition, operation or improvement of City lands, buildings, facilities, utilities and roads, building and structural evaluations to determine building capacity, development options or other related services, conceptual proformas and development analysis, re-use or alternative use analysis on existing buildings, project design, design drawings and cost estimates, project scope development for RFPs, RFQ's and other contractual services, permitting and planning assistance.

It will be required that Consultant's plans shall be developed on the current supported release of AutoCAD version, and a reproducible hard copy and CD of plans shall be submitted in a version acceptable by the City.

Listed below are the categories covered by this Request for Qualifications for Continuing Services. Responses to this Request for Qualifications shall indicate each category for which the respondent wishes to be considered:

1. **ARCHITECTS** – Services shall include, but shall not be limited to: study phase, design, plan review, cost estimating, interior design, landscape design, space planning and constructions phase services for miscellaneous renovations, additions, and new construction projects.

2. **WATER/WASTEWATER ENGINEERS**- Services shall include, but shall not be limited to: study phase, design, and construction phase services relating to water and wastewater infrastructure improvements, along with drainage projects, and related work.

3. **CIVIL/STRUCTURAL ENGINEERS**- Services shall include, but shall not be limited to design, structural inspections, and recommendations.

4. **CIVIL/TRAFFIC & TRANSPORTATION ENGINEERS**- Services shall include, but shall not be limited to: traffic study, design, master planning and construction services relating to roadway, drainage, street calming and streetscape projects.

5. **ELECTRICAL ENGINEERS**- Services shall include, but shall not be limited to: study phase, design, and construction phase services relating to electrical work and related miscellaneous work.

6. **ENVIRONMENTAL ENGINEERS**- Services shall include, but shall not be limited to: study phase, design, and construction phase services relating to environmental impact studies, environmental audits, hydrocarbon and hazardous materials abatement, geological and groundwater studies, soil analysis, and related work.

7. **LANDSCAPE ARCHITECTURAL SERVICES** – Services shall include but not limited to development of landscaping plans, design of green spaces including irrigation systems and related miscellaneous work.

8. **LEAK DETECTION STUDIES**- Consulting services shall include, but not limited to: development and implementation of leak detection studies, survey and audit phases of water distribution system leaks, water conservation analysis, recommendations and related work.

9. **MECHANICAL, HVAC & PLUMBING ENGINEERS**- Services shall include, but shall not be limited to: study phase, design, and construction phase services relating to mechanical working drawings, HVAC working drawings, and plumbing drawings, construction drawings, and related miscellaneous work.

10. **PERMIT REVIEW** –Services shall include review of permits submitted to the Building Department or Public Works Department for building and development review, utility, telecommunication and

drainage improvements

11. **PLANNING AND ZONING, CODE COMPLIANCE, AND BUSINESS LICENSING**- Services shall include, but shall not be limited to: general planning services, zoning, code, and business tax receipt services and studies, urban planning and design, comprehensive planning, neighborhood planning, transportation planning, traffic planning, project management, and on-call planning, zoning, code and business tax receipt services.

12. **SURVEYORS**- Services shall include, but shall not be limited to: design survey services relating to meets and bounds, topography, elevation certificates, GPS data collection and related work.

13. **GIS SERVICES** – Design, startup GIS system for the City's utilities (storm water, water and wastewater) systems and other public infrastructure and management of city's GIS data.

3.3.1 CONTINUING CONTRACT SERVICES

The services to be provided by the Consultant pursuant to the Agreement shall be nonexclusive and nothing therein shall preclude the City from engaging other firms to perform the same or similar services for the benefit of the City within the City's sole and absolute discretion.

The Consultant shall warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure a contract pursuant to this Request for Qualifications. Also, that it has not paid or agreed to pay any person(s), company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of a contract pursuant to this Invitation to Submit Qualifications.

It is anticipated that the Agreement shall be a continuing contract. All work of a specified nature to be performed by Consultant shall be outlined in the Agreement. The contracts will be awarded on a qualification basis for each discipline. The number of contracts to be awarded will be set by the Evaluation Committee.

The Agreement will provide for the fees for services, which Consultant shall charge the City and shall be scope specific.

The City will request a quotation based on a detailed scope of work for specific projects. The Consultant's proposed quote shall further define the scope of work, project timing, fees reimbursable and sub consultants. The Consultant's proposed quote will either be approved, rejected, or negotiated by the City. A written Notice to Proceed which may be in the form of a Purchase Order will be issued before work starts. Consultant shall begin no work without a signed Purchase Order. City shall not be responsible for payment for any work done without a Purchase Order.

The City may, at its discretion, desire to examine all studies, reports, sketches, drawings, specifications, proposals, and other documents prepared or presented by the Consultant, obtain the advice of an attorney, fiscal consultant, Insurance counselor, or others as deemed appropriate, and it shall render decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
The City shall pay all costs incident to obtaining bids or proposals from contractors. The City shall pay all required permit application fees. The City shall place at the Consultant's disposal all available information pertinent to projects, including previous reports and any other data relative to the project.

The City and the Consultant each binds itself, its partners, successors, assigns, and legal representatives to the other party to this contract and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this contract. Neither the City nor the Consultant shall assign, subcontract, or transfer its interest in this contract without the express written consent of the other.

Consultants shall invoice the City for each project or assignment, as negotiated. Each invoice shall identify the project or assignment, detail the contract price, payments made to date, percentage of completion of the assignment, project or phase, payment due this invoice, remaining balance due. Invoices shall itemize hours, hourly wage, or other unit agreed upon as measurement of payment during negotiations, if requested. If hourly, invoices shall identify the name and title of personnel who performed the work.

An understanding and agreement, by and between the Consultant and the City, that the completion time will be as specified in approved work authorizations and that all work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof as specified in the Scope of Services.

The Agreement will provide for the City to designate a Contract Administrator for each project or assignment, who shall be responsible for the project or assignment. The Contract Administrator may prepare a scope of services for each new assignment, upon which the selected firms in that category may be required to submit a proposal for performance of the work of a specified nature which has been outlined in the continuing contract.

Proposer will be required to commit that the personnel and/or principals named in the proposal shall remain assigned to the project throughout the period of the contract unless provided for otherwise in a negotiated contract. No diversion or substitution of personnel or principals will be allowed without submission of a written request with the qualifications and experience of the proposed replacement.

We encourage firms to submit annually statements of qualifications and performance data.

Total Project Cost means the sum of the Construction Cost, allowances for contingencies, the total cost of design professional and related services provided by Consultant, and allowances for such other items as charges of all other professionals and consultants.

3.3.2 Preliminary Phase

The Consultant shall review the City's Request for Quotation, and return to the City a written Proposal stating scope of the project, names of sub consultants, and the number of days to complete the project, the Consultant's fee, anticipated reimbursable, and other requested information.

When the City issues a Notice to Proceed to the Consultant, the Consultant shall prepare an Outline of the Services, leading to a recommended solution, together with a general description of the project, for approval by the City, and Consultant shall submit to the City four copies of the outline and the Estimate of Probable Total Project Cost, based on current unit costs.

Based on the approved Outline and Estimate of Probable Total Project Cost, Consultant shall perform the Services. The Consultant shall submit to the City ten copies of the completed Project Documents and a revised Estimate of Probable Project Cost.
For the purpose of payment to the Consultant, the Preliminary Phase shall be considered complete upon approval by the City of the Outline of the Services and the Estimate of Probable Total Project Cost.

3.3.3 Study and Report Phase

Identify and analyze requirements of governmental authorities having jurisdiction to approve portions of the Project.

Evaluate various alternate solutions available to the City if described in the Request for Quotation. After consultation with the City, recommend to City those solutions which, in Consultant's professional judgment, best meet City's requirements for the Project.

Prepare the Report. This Report will be accompanied by Consultant's estimate of Total Project Cost for each solution which is recommended for the Project, itemized as follows: estimate of Total Construction Cost, allowances for contingencies, total cost of services provided by Consultant, and allowances for other items and services included within the definition of Total Project Costs and identified by the City.

Furnish the Report to and review it with the City.

Revise the report in response to the City's comments, as appropriate. Furnish ten final copies of the Report within the stipulated period indicated in the Request for Quotation and Proposal.

For purpose of payment to the Consultant, services under the Study and Report Phase will be considered complete when the Study or Report has been accepted by the City as complete, which acceptance will not be unreasonably withheld.

3.3.4 Preliminary Design Phase

On the basis of selection by the City of the recommended solution, or modified solution agreed upon by City and Consultant, prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

Based on the information contained in the Preliminary Design documents, submit a revised estimate of Total Construction Cost, and any adjustment to Total Project Cost known to Consultant.

Furnish Preliminary Design documents to and review them with the City within the stipulated period indicated in the Request for Quotation and Proposal.

For the purpose of payment to the Consultant, services under the Preliminary Design Phase will be considered complete when the Preliminary Design documents have been accepted by the City as complete.

3.3.5 Final Design/Construction Documents Phase

If the project involves construction or demolition, the consultant shall prepare, from the approved preliminary design, modifications or changes, and revised estimated construction cost, construction documents consisting of working drawings and specifications setting forth in detail the work required for the architectural, civil, transportation, structural, mechanical, electrical, site, and other work, and the necessary bidding information, general conditions, supplementary conditions and proposal forms. The consultant shall submit to the city twenty copies of the construction documents, and a further revised estimate of total construct ion cost.

Consultant shall include in construction documents requirement that construction contractor provide a final survey of the project by a registered surveyor, and provide marked up construction drawings to consultant so the consultant can prepare and deliver to the city the as-built in the form required by the city.

Prior to final approval of the construction documents by the city, the consultant shall conduct a preliminary check of any work products to insure compliance with requirements of any county, city, state, or federal agency from which a permit or other approval is required. Consultant shall prepare all support documents to accompany any necessary permit applications. Consultant shall respond to all technical questions from regulatory agencies. Consultant shall modify" at no additional cost to the city, construction documents in order to acquire the necessary permits.

The consultant shall signify his responsibility for the construction documents prepared pursuant to this

agreement by affixing his signature, date and seal thereto as required by chapters 471 and 481, Florida statutes.2.4.5 if requested, consultant shall review and analyze the bids received by the city, and shall make a recommendation for award based on the city's purchasing ordinance.

Should the lowest responsible, responsive bid exceed the estimated total construction cost by less than 10%, consultant, at no additional cost to the city, shall meet with the city's representatives and bidder(s) and work to reduce costs to bring the contract amount to within the estimated total construction cost. Should the lowest responsible, responsive bid meeting specifications exceed consultant's estimated total construction cost by 10% or more, consultant shall, at the city's direction, redesign the project at their actual cost with no overhead and profit added.

If the bidding or negotiating phase has not commenced within three months after completion of the final design phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established construction cost limit may be adjusted in accordance with the applicable change in the construction cost index for twenty cities from the date of completion of the final design phase and the date on which proposals or bids are sought, as published monthly in ii engineering news record" .

Should any component of the design or report not meet applicable regulations or codes in effect at the time of completion of design, the consultant shall redesign with no additional cost to the city.

In addition to the twenty sets of bid documents, consultant shall provide, and fee shall include, all necessary sets of sealed plans for permit applications. If requested by the city, and included in the scope of work, consultant shall obtain permits from regulatory agencies.

Consultant shall provide to the city, and fee shall include, specifications on a disc or flash drive, and drawings and as-built on the latest version of AutoCAD or other media as required by the city.

Consultant's services under the construction document phase will be considered partially complete when the bid documents are delivered to and accepted by the city, and finally complete when the CADD drawings in. Dxf Format are delivered to and accepted by the city.

Estimates of construction costs - consultant's estimates of construction cost provided for herein are to be made on the basis of industry recognized publications, historical price lists, or services estimating the current cost of comparable construction in south Florida.

Designing to construction cost limit - if a construction cost limit is established by the city, such construction cost limit will be set forth in the notice to proceed to the consultant. The written acceptance by the city at any
Time during the basic services of a written revised opinion of probable construction cost in excess of the then established construction cost limit will constitute a corresponding increase in the construction cost limit.

3.3.6 Bidding phase

The consultant shall provide the city with a list of recommended, prospective bidders. The consultant shall attend all pre-bid conferences, prepare and distribute minutes. The consultant shall issue addenda through the city's purchasing agent as appropriate to clarify, correct, or change bid documents.

If pre-qualification of bidders is required as set forth in the request for quotation, consultant shall assist city in developing qualification criteria, review qualifications of prospective bidders, and recommend acceptance or rejection of the prospective bidders.

If requested, consultant shall evaluate bids and bidders, and recommend award to the city.

For the purpose of payment to the consultant, the bidding phase will terminate and the services of the consultant will be considered complete upon signing of an agreement with a contractor, or cancellation of the project by the city prior to signing of agreement with a contractor. Rejection of bids by the city does not constitute cancellation of the project.

3.3.7 Construction/demolition phase - general administration of construction Document

To the extent provided by the contract for any project between the city and the contractor, the consultant shall make recommendations to the city on all claims of the city and contractor regarding interpretation of the construction documents, and on all other matters relating to the execution and progress of the work. The consultant shall check and approve samples, schedules, shop drawings, and other submissions for conformance with the concept of the project, and for compliance with the information given by the construction documents, prepare change orders, assemble written guarantees required of the contractor, and approve progress payments to the contractor based on the project schedule of values and percent of completion of work.

The consultant shall carefully review and examine the contractor's schedule of values, together with any supporting documentation. The purpose of such review and examination will be to protect the city from an unbalanced schedule of values which allocates greater value to certain elements of the services that is indicated by industry standards, supporting documentation, or data.

If the schedule of values is not found to be appropriate, it shall be returned to the contractor for revision or supporting documentation. After making such examination, when the schedule of values is found to be appropriate, the consultant shall sign the schedule of values thereby indicating their informed belief that the schedule of
Values constitute a reasonable, balanced basis for payment of the contract price to the contractor.

The consultant shall conduct a pre-construction meeting with the contractor(s), the city, and utility companies; prepare and distribute minutes of the meeting.

The consultant shall make inspections of the work based on the type and frequency defined in the scope of work on which the consultant quoted. Consultant's inspections shall determine the progress and quality of the work, and whether the work is proceeding in accordance with the construction documents. Consultant will provide the city with a written report of each inspection in order to inform the city of the progress of the work.

Consultant shall endeavor to guard the city against defects and deficiencies in the work of contractors, and make written recommendation to the city that work fails to conform to the construction documents. Based on such inspections, and the contractor's applications for payment, he will recommend the amount owing to the contractor, and will issue certificates for payment in such amount. These certifications will constitute a representation to the city, based on such inspections and the data comprising the application for payment that the work has progressed to the point indicated. By issuing a certificate for payment, the consultant will also represent to the city that, to the best of his know ledge, information, and belief, based on what his inspections have revealed, the work is in accordance with the construction documents. He will conduct inspections to determine the dates of substantial and final completion and recommend the issuance of a final certificate for payment. All inspections and certificates of payment provided by consultant shall be sufficient to provide all certifications required by city, county, state, and federal agencies.

The consultant shall revise the construction drawings and submit as-built or corrected CADD drawings to the city to show those changes made during the construction process, based on the marked up prints, drawings, and other data furnished by the contractor.

The consultant shall attend regularly scheduled progress meetings on site, if included in the scope of work, prepare and distribute minutes.

The consultant shall prepare construction change orders for the city's approval. Consultant shall not authorize any changes in services or time, no matter how minor, without prior written approval of city.

Should consultant approve progress payments to contractor in excess of the value of the work performed, and the contractor defaults. Leaving insufficient funds to complete the work, consultant shall reimburse the city for
The difference between the amount of the progress payment actually approved and the amount which should have been approved.

If any portion of the work is covered, based on approval of consultant, without the City's and building official's inspection and approval, the city's representative may direct that portion of the work uncovered for inspection. If that portion of the work uncovered is not defective and is in accordance with the plans and specifications, consultant shall bear the cost of uncovering and covering the work. If that portion of the work uncovered is defective or not in accordance with the plans and specifications, the contractor shall bear the cost of uncovering, repairing, and covering the work.

For the purpose of payment to consultant, the construction demolition phase shall be considered complete upon compilation of punch list by consultant, written notification to contractor by consultant of all documents, training, as-built, releases of lien, and written recommendation by consultant of final payment.

3.3.8 Errors and omissions

The consultant shall be responsible for technically deficient designs, reports, or studies due to his errors and omissions, and shall promptly correct or replace all such deficient design work due to his errors and omissions without cost to city upon the request of the city for five years after the date of acceptance of the services by the city, when judged to have been in error by a court of competent jurisdiction. Consultant shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs. Payment in full by the city for work performed does not constitute a waiver of this guarantee.

3.3.9 Additional services

The consultant will, upon written request of the city, provide any and all other services normally falling within the scope of services offered by the consultant through their in-house staff.

If any of the following or other, additional services are authorized in writing by the city; they may be paid for by the city, plus reimbursable expenses, with a negotiated upset limit.

- Additional services due to significant changes in general scope of the project or its requirements.
- Making measured drawings of existing construction.
- Providing programming services in connection with defining project scope or budget including implications of ADA and building code requirements.
- Revising previously approved drawings or specifications to accomplish changes.
- Providing detailed cost estimates.
- Making an inspection of the project prior to expiration of the guarantee period, and reporting observed discrepancies under guarantees provided by the construction contracts.

3.3.10 Basis of compensation

The consultant agrees to perform the professional services for either:

The hourly labor rate as set forth, with a negotiated upset limit. The consultant shall be entitled to receive reimbursement for expenses at the consultant's exact cost, which costs have been included in consultant's fee proposal for each project and approved by the city; or,

A negotiated lump sum fee based on the rates set forth plus approved reimbursable expenses.

Approved reimbursable expenses shall be paid to the consultant at exact cost, and upon proof of payment by consultant. Anticipated reimbursable expenses shall be included with Consultant's original fee proposal.

Consultant agrees to keep, furnish, and support statements with copies of invoices, statements of times expended, and other supporting documentation as the city may require. Statements for fees based on hourly rates will be rendered monthly as the work progresses or as otherwise agreed upon. Reimbursable expenses will be invoiced monthly at cost, as the work progresses, or as otherwise agreed upon. Such documentation and records will be available at all reasonable times for examination and audit by the city. Incomplete or incorrect entries in such
Books and records shall be immediately corrected or completed upon being called to the attention of the consultant. Any loss caused to the city by such incorrect or incomplete entries will be grounds for disallowance by the city of any fees or expenses based upon such entries. Said books and records for each project shall be
Kept for a period of five years after the completion of all work to be performed on such project, pursuant to the agreement.

Compensation to the consultant shall include the following. No claim for reimbursement for these expenses shall be made to the city.

A. All travel and vehicle expenses within south Florida.
B. Three sets of signed and sealed permitting plans.
C. Computer usage, telephone expenses, postage.

A copy of the invoice for each reimbursable expense shall be attached to consultant's invoice.

3.3.11 Payment

The city will make monthly payments to the consultant based on the percentage of completion of consultant's work, or as otherwise agreed upon.

The consultant shall submit an original invoice and one copy to the city. This will be considered the official request for payment by the city. The invoice shall include the following information:

- Invoice number for the project, name of project, and date;
- The consultants lump sum or negotiated upset limit fee;
- Percent of work completed, or employees name, titles, direct labor rates, and multiplier;
- Amount earned;
- Amount previously billed;
- Amount due this invoice;
- Retention, if applicable;
- Balance remaining;
- Attached list of reimbursable with appropriate receipts;
- Summary of work done this billing period.

When the project involves bidding and construction or demolition, the project, and subsequent payments

shall be divided into a minimum of three components; design, bidding, and construction.

3.3.12 Right of decisions

All services shall be performed by the consultant to the reasonable satisfaction of the city. In cases of disagreement or ambiguity, the city shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof, and the city's decisions on all claims, questions, and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable.

3.3.13 Quotations/proposals

Each proposal submitted by consultant in response to a city's request for quotation, and accepted by the city, shall become an amendment to this agreement, and subject to all its provisions.

3.4 QUALIFICATIONS OF PROPOSER INCLUDING EXPERIENCE AND PAST PERFORMANCE

Proposals will be considered from qualified firms whose experience includes successful work in the industry.

- The consultant must have on staff architects/engineers with knowledge of all applicable Federal, State and County standards and requirements needed to develop design plans, specifications, cost estimates, site inspections and project management as applicable.
- The Architects, Engineers & Surveyors must be licensed to practice in the State of Florida.
- Firm must possess at least three years of considerable relevant experience in design and implementation of a wide variety of Municipal Projects.
- Consultant must have sufficient qualified staff to complete applicable work in the time required and in accordance with State statutes and standards.

3.5 KEY PERSONNEL

Proposer shall provide the names and resume(s) of the Key Personnel designated by the firm to assist in the various areas of required expertise, and the qualifications of the individuals in those areas.

END OF SECTION

SECTION 4.0 PROPOSAL FORMAT

Respondents shall submit One (1) original complete proposal package, four (4) duplicate copies of said package and one (1) flash drive or CD copy, to the City of North Miami Beach Procurement Management Division – Attention: Procurement Management Division, 17011 N.E. 19th Avenue, 3rd Floor, North Miami Beach, FL 33162 on or before the due date stipulated above. All packages shall be clearly marked "**RFQ No. 19-082-MC Continuing Services Agreement for Architectural/Engineering, Landscape Architect & Surveying Services."**

Proposal packages shall be clearly divided using the below format with tabs and titles indicating sections as prescribed:

Title Page, PAGE LIMIT: 1: Show the name of respondent's agency/firm, address, telephone number, name of contact person, date, and the subject: RFQ No.2013-04 Continuing Contract for Professional Services.

Table of Contents, PAGE LIMIT: 2: Include a clear identification of the material by section and by page number.

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 proposer'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. This section should summarize the key points of your submittal including the categories you are applying for.

In addition, you must include a statement that your firm understands that if selected; your firm is willing to meet any location, budget, task orders or minority business enterprise procurement goals if any are set.

The Consultant shall be required to warrant and represent that at all times during the term of the Agreement 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 Proposer, their titles, addresses and telephone numbers.

4.1 PROFESSIONAL CAPABILITIES AND PROJECT EXPERIENCE, PAGE LIMIT 15

Clearly describe the firm's professional capabilities and project experience including Miami-Dade County permitting. This section of the Proposal should give a description of the firm, including the size, range of activities, etc. Particular emphasis should be given as to the firm-wide experience and expertise in the provision of services requested herein.

4.2 COMPLETED PROJECTS, PAGE LIMIT 3 PER PROJECT

A list of **NO MORE THAN** five (5) Architectural, Engineering and/or Surveying related projects performed during the last five (5) years including the following information **PER DISCIPLINE**:

- Name of the entity for which the work was performed;
- Brief description of the scope of the project;
- Initial construction estimate of project cost (the estimate prior to the bid);
- Amount of initial contract award;

- Total number of change orders to the contract;
- Total value of change orders for the project;
- Amount of initial design fees associated with the project;
- Change orders to design contract and dollar value;
- Contact person with the entity, valid current phone number of one that can knowledgeably discuss your firm's role and performance in the project.

4.3 FINANCIAL STABILITY, PAGE LIMIT 5

This section of the Proposal should provide information as to the overall financial stability of the firm.

4.4 EXPERIENCE OF KEY PERSONNEL, PAGE LIMIT 2 PER PERSON

This section must also identify the contact person and supervisory personnel who will be assigned to perform the work dictated by the contract. Resumes of each person should be provided with emphasis being given to their experience, track record and training in similar work. Do not provide duplicate personnel pages across disciplines.

4.5 FIRM'S RESOURCES AND EXPERIENCE WITH GOVERNMENTAL ENTITIES, PAGE LIMIT 5

This section should identify the materials, equipment and any other external resources available to the proposing firm that are proposed to carry out the scope of services. If agreements with other third-party firms/solutions are to be recommended/required, they shall be detailed in this section to include any impact on timeline and price.

4.6 CLIENT REFERENCES, PAGE LIMIT 1 PAGE PER REFERENCE

Proposer shall provide information that documents its ability to successfully and reliably perform the types of services required in this RFP. At a minimum, the Proposer shall provide the following:

A. Demonstration that the Proposer, or the principals assigned to the project, has successfully completed services similar to those specified in the scope of services to at least three (3) entities. For each reference, include the name, title, telephone number, fax number and email address of a representative who can verify satisfactory performance.

B. Does your firm have other contracts for the services specified herein in Miami-Dade, Broward and Palm Beach counties? If yes, how many? How many other contracts does your firm have in the Southeast United States?

C. What other contractual commitments do your key subcontractors (as applicable) have in the Miami-Dade, Broward and Palm Beach County area?

D. List of all pending lawsuits involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP.

E. List of all judgments from lawsuits in the last three (3) years involving the corporation, partnership or individuals.

4.7 REQUIRED FORMS, ATTACHMENTS AND VALUE-ADDED BENEFITS- PAGE LIMIT 10

A. All required Section 7.0 forms, attachments, licenses and certificates of insurance – shall be included in a labeled section.

B. Discuss value-added benefits that set your firm apart including unique service offerings, use of technology, community services, etc. Include descriptions, letters, press releases, brochures and flyers that will assist the City in evaluating the proposal.

END OF SECTION

SECTION 5.0 EVALUATION CRITERIA

5.1 EVALUATION METHOD AND CRITERIA

All proposals will be reviewed and evaluated by an Evaluation Committee to be designated by the City Manager. The proposals shall be evaluated based on the criteria below in order to determine the proposal or proposals that are in the best overall interest of the City.

Award will be made to responsible firms possessing the potential ability to perform successfully under the terms and conditions of these specifications. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, references, and financial and technical resources. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted. The Evaluation Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted.

The selection of a Proposer with who to contract shall be based on the proposal most advantageous to the City based on the "best value to the City" using the following criteria:

	Evaluation Criteria	Available Points 100
1.	Firms Qualifications (Qualifications of the firm and key staff including stability and proximity to City of North Miami Beach)	30
2.	Project Experience (Range of Services and Previous Experience with Government agencies.)	30
3.	Experience and Technical Capabilities (Current and projected workload and consistency in meeting project time & budget constraints, minimization of change orders/amendments)	20
4.	Client References	20

The above is provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Selection Committee during the shortlisting and final ranking of Proposers by establishing a general frame work 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 Proposers.

5.2 ORAL PRESENTATIONS / INTERVIEWS / FACILITY VISITS

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 Proposer(s) which the Evaluation Committee deems to warrant further consideration. Should the City require such oral presentation(s), the Proposer will be notified seven (7) days in advance of appearing before the Evaluation Committee. The Proposer's Project Manager shall be the sole presenter. The Evaluation Committee will then re-rank the finalist's proposals. The City also reserves the right to request additional materials of Proposers, 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.

5.3 NEGOTIATIONS

Contract(s) may be awarded on the basis of offers received, without discussion. Therefore, proposals

should contain the Proposer's best terms. Following the evaluation, ranking, and if deemed necessary facility site visits and/or oral presentations, the Evaluation Committee will recommend that a contract be negotiated with the highest ranked responsive and responsible Proposer. Pursuant to Paragraph 1(c) of Section 287.057, Florida Statutes, the City may select one or more vendors within the competitive range with which to commence negotiations. The City may enter into contract negotiations with the recommended Proposer or take such other actions in the best interest of the City.

5.4 CONTRACT AWARD

The City of North Miami Beach reserves the right to waive formalities in any response and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all responses, with or without cause, to waive technical errors and informalities or to accept the response which in its judgment, best serves the City of North Miami Beach.

Any contract, as a result of this RFQ, will be submitted to City Manager for considerations and may be submitted to the City Commission for their approval. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the City to be in the best interest of the City. The City's decision to make the award and which proposal is in the best interest of the City shall be final.

END OF SECTION

SECTION 6.0 REQUIRED FORMS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services offered to the City if the Proposer is determined to be the most responsive and responsible Proposer.

6.1 Statement of “No” Bid

6.2 Acknowledgement of Addenda

6.3 Bid Signature Page for Cooperation

6.4 Bid Signature page for Sole Proprietor or Partnership

6.5 Drug Free Workplace Program

6.6 Solicitation, Giving, and Acceptance of Gifts Policy

6.7 Source of Information

6.8 Indemnification Clause

6.9 Sworn Statement pursuant to section 287.133 (3) (a) Florida Statutes on Public Entity Crimes

6.10 Anti-Kickback Affidavit

6.11 Non-Collusive Affidavit

6.12 Proposer Questionnaire

6.13 Proposer Experience

6.14 Designation of Qualified Discipline Form

6.1 STATEMENT OF "NO" PROPOSAL

If your company will **not** be submitting a Proposal in response to Request for Proposals, please complete this Statement of "No" Proposals Sheet and return, prior to the RFP Due Date established within, to:

The City of North Miami Beach
Procurement Management Division, Room 315
17011 NE 19th Avenue
North Miami Beach, Florida 33162

This information will help the City of North Miami Beach in the preparation of future Bids and RFP's.

Bid/RFP/RFQ Number: _____ Title _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

√	**Reasons for "NO" Proposal:**
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Insufficient time to respond to the RFP.
	Our schedule would not permit us to perform.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

_____

_____

_____

_____

6.2 ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFP.

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP.

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____

6.3 PROPOSAL SIGNATURE PAGE FOR CORPORATION

The officers of the Corporation are as follows:

NAME ADDRESS

President _____

Vice-President _____

Secretary _____

Treasurer _____

Registered Agent _____

The full names and residences of stockbrokers, persons, or firms interested in the foregoing Proposal, as principals, are as follows:

_____

_____

Post Office Address PROPOSER:

_____
(CORPORATE NAME)

_____
PRESIDENT'S SIGNATURE AND E-MAIL ADDRESS

Is this corporation incorporated in the State of Florida?

ATTEST: _____
SECRETARY

YES [ ] NO [ ]

If no, give address of principal place of business: _____

_____ _____

7.4 PROPOSAL SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP

The full names and residences of persons, partners or firms interested in the foregoing Proposal, as principals, are as follows:

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

PROPOSER

_____
(FIRM NAME)

Witnesses:

(SEAL)

_____
SIGNATURE AND E-MAIL ADDRESS

_____
PRINT NAME

_____
Title (Sole Proprietor or Partner)

Post Office Address:

_____

_____
TELEPHONE

CITY in which fictitious name is registered.

_____
Attach a copy of proof of registration

6.5 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.

_____ _____
VENDOR'S SIGNATURE PRINTED NAME

_____
NAME OF COMPANY

6.6 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.

_____ _____
SIGNATURE PRINTED NAME

_____ _____
NAME OF COMPANY TITLE

Failure to sign this page shall render your bid non-responsive.

6.7 SOURCE OF INFORMATION

How did you find out about this solicitation? Check all that applies.

1. www.Citynmb.com ☐
2. www.BidSync.com ☐
3. Daily Business Review ☐
4. The Miami Herald ☐
5. Referral/word-of-mouth ☐ Specify Source: _____
6. Search Engine/Internet search ☐
7. E-mail, newsgroup, online chat ☐ Specify Source: _____
8. Banner or Link on another website ☐
9. Flyer, newsletter, direct mail ☐ Specify Source: _____

Other ☐ Specify Source: _____

Please note: This survey form is used for internal Procurement purposes only.

6.8 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.

_____ _____ _____
Proposer's Name Signature Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me, the under signed authority,

_____ who, after first being sworn by me, affixed his/her
[name of individual signing]
signature in the space provided above on this _____day of _____, 20_____

_____
NOTARY PUBLIC

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

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

1. This sworn statement is submitted to the **CITY OF NORTH MIAMI BEACH, FLORIDA**

   By: _____
   (print individual's name and title)
   For: _____
   (*print name of entity submitting sworn statement*)

   whose business address is: _____

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or 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. 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 FORM 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.

_____
Signature

Sworn to and subscribed before me this _____ day _____, 20___

Personally known _____ _____
OR _____ Name of Notary
Produced identification _____ Notary Public – State of _____

6.10 ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF }

I, the undersigned, hereby duly sworn, depose and 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.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of_____, 20___

_____
Notary Public, State of Florida

_____
(Printed Name)

My commission expires: _____

6.11 NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF }

_____ being first duly sworn, deposes and says that:

a) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Proposer that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal 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 Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

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

Signed, sealed and delivered
in the presence of:

_____ By:_____
Witness

_____ _____
Witness (Printed Name)

_____
(Title)

ACKNOWLEDGMENT

STATE OF FLORIDA }
} SS:
COUNTY OF }

BEFORE ME, the undersigned authority personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this _____ day of _____, 20___.

My Commission Expires:

_____
Notary Public State of Florida at Large

6.12 PROPOSER QUESTIONNAIRE

1. Today's Date: _____

2. Name of Company Submitting Proposal: _____

3. How many years has your firm been in business under its present business name? _____

3. Under what other former name(s) has your firm operated? _____

_____

4. Have any similar agreements held by Proposer for a similar project to the proposed project ever been canceled? Circle one: No Yes If yes, please explain: _____

_____

_____

5. Has the Proposer or any principals of the firm failed to qualify as a responsible Proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: No Yes

If yes, please explain: _____

_____

_____

6. Has the Proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: No Yes

If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: _____

_____

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this RFP. Please attach certificate of competency and/or State registration. _____

_____

_____

8. List the pertinent experience of the key individuals of your firm (continue on insert sheet if necessary):

_____

_____

_____

9. State the name and title of the individual who will have personal management of the work: _____

_____

_____

_____

10. State the name and address of attorney, if any, for the firm: _____

_____

_____

11. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual: _____

_____

_____

12. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer: _____

_____

_____

13. Bank references:

BANK NAME	ADDRESS (CITY, STATE, ZIP)	PHONE NUMBER

_____

_____

14. Firm has attached a current Certificate of Liability Insurance? Yes No

15. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. _____

_____

_____

_____

_____

16. 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.

Name	Relationship

_____

_____

_____
FIRM NAME

_____
SIGNATURE OF AUTHORIZED AGENT

_____
NAME & TITLE, TYPED OR PRINTED

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 20___ by _____who is personally known to me or produced _____ as identification.

_____

NOTARY PUBLIC, State of _____ Commission No.: _____

Print Name: _____ Commission Expires: _____

SEAL

(if Corporation)

6.13 PROPOSER EXPERIENCE

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Proposer / Sub vendor and the client. If deemed necessary, a possible site visit will be conducted, at the sole expense of the City, to affirm the validity of the recommended vendor or solution desired.

Prime Proposer/Sub Vendor:

_____

Client Name:

_____

Address:

_____

Client Contact name:

_____

Title:

_____

Phone number:

_____

Email:

_____

Duration of Client Relationship:

Date Started: _____ Date Ended: _____ for _____ Total Years.

Additional information (attach pages as necessary):

Describe the services provided; provide total value of the contract, result of the project and vendors role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

6.14 DESIGNATION OF QUALIFIED DISCIPLINE FORM

NAME OF COMPANY:

_____
(Name of company submitting RFQ)

By signing and submitting this submittal, we acknowledge having read and agreeing to all times and conditions of these specifications, including, but not limited to, agreeing to indemnify and hold the City harmless from any and all claims, suits, actions, damages, causes of action, or attorney's fees arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or services supplied, or negligence of contractor supplier, his employees, agents, or assigns. By signing and submitting this bid proposal, we certify that this company has current insurance coverage specified herein. The insurance policy number(s) and expiration date(s) are provided below, or copies of the insurance certificate(s) are enclosed. If awarded the contract, we will provide the City with proof of the required insurance and include the City as an additional insured on our general liability coverage.

I certify that this submittal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

CHECK CATEGORY (CATEGORIES) YOU ARE APPLYING FOR:

1. ARCHITECTS__
2. WATER/WASTEWATER ENGINEERS__
3. CIVIL/STRUCTURAL ENGINEERS__
4. CIVIL/TRAFFIC & TRANSPORTATION ENGINEERS__
5. ELECTRICAL ENGINEERS___
6. ENVIRONMENTAL ENGINEERS__
7. LANDSCAPE ARCHITECTURAL SERVICES__
8. LEAK DETECTION STUDIES__
9. MECHANICAL, HVAC & PLUMBING ENGINEERS___
10. PERMIT REVIEW__
11. 11. PLANNING AND ZONING, CODE COMPLIANCE, AND BUSINESS LICENSING ___
12. SURVEYORS___
13. GIS SERVICES____

SECTION 7.0 SAMPLE AGREEMENT – DO NOT COMPLETE

AGREEMENT No. 19-0XX-MC
BETWEEN THE CITY OF NORTH MIAMI BEACH AND
(VENDOR NAME)

THIS AGREEMENT is made and entered into as of this ____ day of _____, **2019,** by and between **(Vendor Name)** a corporation organized and existing under the laws of the **State of Florida,** having its principal office at **(Vendor Address)** (hereinafter referred to as the " CONTRACTOR "), and the City of North Miami Beach, a political subdivision of the State of Florida, having its principal office at 17011 NE 19th Avenue, North Miami Beach, Florida 33162 (hereinafter referred to as the "CITY"),

RECITALS

WHEREAS, the CONTRACTOR has offered to provide the services and to be bound by the terms and conditions of the **Request for Qualifications (RFQ) No. 19-0XX-MC (Solicitation Title)** which includes the General Terms and Conditions, Special Conditions, Scope of Services, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the assertions included in the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B", and the Statement of Work and Fee Schedule attached hereto and incorporated herein as Exhibit "C";

WHEREAS, the CITY desires to procure from the CONTRACTOR such services for the CITY, in accordance with the terms and conditions of this Agreement.

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

Additional Terms and Conditions

SECTION 1. TERM.

1.1 The term of this Agreement shall begin upon full execution of the agreement for an initial three (3) year term. The City Manager or designee shall have the option to renew the Agreement for up to two (2) additional one (1) year terms.

1.2 The CITY has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon fifteen (15) days written notice to the CONTRACTOR. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered prior to and through the date of the notice of termination, copies of all records, charts, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the CITY within ten (10) days.

SECTION 2. PROMPT PAYMENT ACT.

2.1 The City as a municipal corporation is subject to the *Local Government Prompt Payment Act,* Chapter 218, Part VII, Fla. Stat. (2010), as amended.

SECTION 3. NOTICE.

3.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONTRACTOR and the CITY designate the following as the respective places for giving such notice:

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

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

CONTRACTOR: **VENDOR NAME**
Attn: _____
Vendor Address
Telephone No. (___) ___ - ____
Email: _____

SECTION 4. MODIFICATION.

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

SECTION 5. INDEPENDENT CONTRACTOR

5.1 The CONTRACTOR is an Independent Contractor under this Agreement. Personnel provided by the CONTRACTOR shall be employees of the CONSULTANT and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the CITY. Personnel policies, tax

responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the CONTRACTOR. The CONTRACTOR shall be solely responsible for any injuries suffered by the CONTRACTOR's employees. It is clear that CITY will not provide workers' compensation insurance for the CONTRACTOR or its employees.

Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither arty hereto shall be liable for the debts or obligations of the others. No employee or agent of the CONTRACTOR shall be deemed to be an employee or agent of the CITY. The CONTRACTOR shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the performance of any services to the CITY. Should any question arise as to the interpretation or as to the nature of the services to be provided by the CONTRACTOR, the opinion of the CITY shall establish, for all purposes, the nature of the work. The CONTRACTOR shall have no power to obligate CITY.

SECTION 6. INDEMNIFICATION.

6.1 For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, CONTRACTOR agrees to indemnify, defend and hold harmless, the CITY, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorneys' fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of CONTRACTOR, agents or other personnel entity acting under CONTRACTOR's control in connection with CONTRACTOR's performance of services under this Agreement and to that extent CONTRACTOR shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorneys' fees expended by the CITY in defense of such claims and losses including appeals. That the aforesaid hold-harmless agreement by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR or any agent or employee of CONTRACTOR regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

SECTION 7. GOVERNING LAW.

7.1 This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

SECTION 8. RECORDS.

8.1 CONTRACTOR agrees that all records, books, documents, papers and financial information ("Records") that result from providing services to the CITY under this agreement shall be the property of the CITY. Upon termination or cancellation of this agreement, any and all such Records shall be delivered to the CITY within ten (10) days. The CITY shall maintain records, books, documents, papers and financial information pertaining to work performed under this agreement during the term of this agreement and for a period of three (3) years following termination of this agreement. The City Manager or his/her designee shall have access to and the right to examine and audit any Records involving the CONTRACTOR's services related to this agreement. The restrictions and obligations of this section of the Agreement shall survive any expiration, termination, or cancellation of this Agreement and shall continue to bind the CONTRACTOR, successors and assigns.

SECTION 9. CONFLICT OF INTEREST/CODE OF ETHICS.

9.1 The CONTRACTOR agrees to adhere to and be governed by all applicable provisions of the

Miami-Dade County Conflict of Interest and Code of Ethics Ordinance Section 2-11.1, as amended; and by the City of North Miami Beach Charter and Code as amended; both of which are incorporated by reference as if fully set forth herein, in connection with the Agreement conditions hereunder. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirectly that should conflict in any manner or degree with the performance of the services.

SECTION 10. PUBLIC RECORDS/CONSULTANT PUBLIC RECORDS RESPONSIBILITIES.

10.1 The CONTRACTOR understands the City is subject to Florida's Public Records Act, Chapter 119, FL. Stat. and that any such books, records, documents and data maintained by the City are public records unless expressly exempted by general law. CONTRACTOR agrees that all documents and advertisements maintained and generated pursuant to this Agreement shall be subject to all provisions of Chapter 119, Florida Statutes. It is further understood that any report, tracing, plan, map or other work product, without limitation, given by City to CONTRACTOR pursuant to this Agreement shall at all times remain the property of City, shall be returned to City, and shall not be used by CONTRACTOR for any other purpose without the written consent of the City.

10.2 **CONTRACTOR shall comply with the requirements of Florida Statutes 119.071 to the extent applicable to CONTRACTOR. 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).**

SECTION 11. SOVEREIGN IMMUNITY.

11.1 The CITY is a political subdivision of the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the CITY's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION 12. ORDER OF PRECEDENCE

12.1 IN THE EVENT THERE IS A CONFLICT BETWEEN THIS AGREEMENT, THE RFQ, CONTRACTORS' RESPONSE, OR SCOPE OF WORK, THE ORDER OF PRECEDENCE SHALL BE THIS AGREEMENT, THE RFQ, AND THE CONTRACTORS' RESPONSE. THE CITY EXPRESSLY REJECTS ANY ADDITIONAL TERMS OR CONDITIONS NOT CONSISTENT WITH THE TERMS HEREIN.

SECTION 13. CONFIDENTIAL INFORMATION

13.1 The CONTRACTOR agrees that any information received by the CONTRACTOR for the City and in providing services in accordance with this Agreement which is not publicly available, shall not be revealed to any other persons, firm or organizations without the expressed consent of the City Manager or designee.

SECTION 14. STANDARDS AND PROPOER DECORUM

14.1 The City promotes and expects a high standard of ethics and professional conduct in all City employees. The CONTRACTOR shall be held to the same standards and shall be held accountable to any conduct or demeanor contrary to the policy while representing the City. A full copy of the

Standards and Proper Decorum Policy #74 will be provided to the CONTRACTOR.

SECTION 15 ASSIGNMENT AND SUBCONTRACTING

15.1 This Agreement and the rights of the CONTRACTOR and obligations hereunder may not be assigned, delegated or subcontracted by the CONTRACTOR without the express prior written consent of the City. Any assignment, delegation or subcontract without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement. The City may assign its rights, together with its obligations hereunder.

(SIGNATURE PAGE TO FOLLOW)

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

CONTRACTOR

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____

Attest: _____
Corporate Seal/Notary Public

CITY OF NORTH MIAMI BEACH

By: _____
City Manager

Date: _____

Attest: _____
City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

Question and Answers for Bid #RFQ-19-082-MC - CONTINUING SERVICES AGREEMENT FOR ARCHITECTURAL/ENGINEERING, LANDSCAPE ARCHITECT

Overall Bid Questions

Question 1

Are coastal/marine engineering services included within this contract? If not, will a separate bid be published? **(Submitted: Aug 15, 2019 12:36:46 PM EDT)**

Answer

- Coastal/marine engineering is not include, the City will issue a separate RFQ if those services are required. **(Answered: Sep 17, 2019 11:45:17 AM EDT)**

Question 2

Are you looking for full teams to apply to this RFQ, is a team required? or do we apply for individual disciplines/categories listed on pg.30? Is there a preference? **(Submitted: Aug 21, 2019 11:17:03 AM EDT)**

Answer

- You may apply to individual disciplines. **(Answered: Aug 22, 2019 11:19:40 AM EDT)**

Question 3

Do we need 3 references per discipline? **(Submitted: Aug 22, 2019 9:54:50 AM EDT)**

Answer

- Yes. **(Answered: Aug 22, 2019 11:19:40 AM EDT)**

Question 4

Do we need 1 organizational chart per discipline? **(Submitted: Aug 22, 2019 9:55:15 AM EDT)**

Answer

- Yes, please indicate if the organizational chart applies to more than one discipline. **(Answered: Aug 22, 2019 11:19:40 AM EDT)**

Question 5

Are 5 projects required per each discipline that we are submitting for? **(Submitted: Aug 22, 2019 9:56:34 AM EDT)**

Answer

- Yes. **(Answered: Aug 22, 2019 11:19:40 AM EDT)**

Question 6

Are the 3 selected firms will be precluded for futures RFQ or RFP associated with CIP projects - water/wastewater? **(Submitted: Aug 23, 2019 10:45:53 AM EDT)**

Answer

- The firms will only be precluded for RFQ or RFP's for which they were contracted to develop the scope of services. **(Answered: Sep 5, 2019 12:58:36 PM EDT)**

Question 7

We are Architects, Structural Engineers and Planners. Are we to submit 3 separate complete packages (15 Books)? Or can it be one Submittal inclusive of all 3 disciplines (5 Books)? **(Submitted: Aug 23, 2019 4:24:05 PM EDT)**

Answer

- You should provide one response per firm, the response should include all disciplines. **(Answered: Sep 5, 2019 12:58:36 PM EDT)**

Question 8

Scope of Services refers to projects listed in Exhibit A, but there is no Exhibit A attached. Can you please provide that? **(Submitted: Sep 4, 2019 10:36:32 AM EDT)**

Answer

- There is no Exhibit A. **(Answered: Sep 5, 2019 12:58:36 PM EDT)**

Question 9

What has the City spent on these services each of the last 3-5 years? **(Submitted: Sep 4, 2019 11:23:25 AM EDT)**

Answer

- It is estimated that the City has spent at least $4,000,000 on these services within the last 5 years. **(Answered: Sep 10, 2019 12:04:23 PM EDT)**

Question 10

Is a SF 330 Form required? **(Submitted: Sep 4, 2019 1:49:32 PM EDT)**

Answer

- NO **(Answered: Sep 5, 2019 12:58:36 PM EDT)**

Question 11

5.3 Financial Stability: Please provide examples on what type of information is needed to show the overall finical stability of the firm? **(Submitted: Sep 4, 2019 1:49:40 PM EDT)**

Answer

- Either financial statements for your firmâ™s latest year of operation or FAR statement. **(Answered: Sep 5, 2019 1:09:41 PM EDT)**

Question 12

Is this RFQ limited to the Proposer (Architect) information or are sub-consultant's information required in the submittal? **(Submitted: Sep 4, 2019 1:49:59 PM EDT)**

Answer

- See Section. 1.20 SUBCONTRACTING
As part of its proposal, the Proposer must identify any and all subcontractors that will be used in the performance

of the proposed contract, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the City when making the award in the best interest of the City. If the Proposer fails to identify any and all sub-contractors in the proposal, the City may allow the Proposer to submit this documentation during the evaluation period if such action is in the best interest of the City. **(Answered: Sep 5, 2019 12:58:36 PM EDT)**

Question 13

If sub consultant's information is required, shall sub consultants resumes be included in Section 5.4? **(Submitted: Sep 4, 2019 1:50:09 PM EDT)**

Answer

- Yes. **(Answered: Sep 5, 2019 12:58:36 PM EDT)**

Question 14

Are we required to submit as a team including sub consultants or are we only to apply for our discipline? **(Submitted: Sep 4, 2019 2:01:44 PM EDT)**

Answer

- Please explain, we don't understand the question. **(Answered: Sep 5, 2019 12:58:36 PM EDT)**

Question 15

If submitting for Architecture do you need include subconsultants such as MEP, Civil, Structure or just architectural services? **(Submitted: Sep 4, 2019 4:46:55 PM EDT)**

Answer

- See Section 1.20 SUBCONTRACTING
As part of its proposal, the Proposer must identify any and all subcontractors that will be used in the performance of the proposed contract, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the City when making the award in the best interest of the City. If the Proposer fails to identify any and all sub-contractors in the proposal, the City may allow the Proposer to submit this documentation during the evaluation period if such action is in the best interest of the City. **(Answered: Sep 5, 2019 12:58:36 PM EDT)**

Question 16

Are all the resumes to be in 330 form? **(Submitted: Sep 6, 2019 9:01:30 AM EDT)**

Answer

- NO, 330 form is not required. **(Answered: Sep 9, 2019 12:00:00 PM EDT)**

Question 17

The question was asked if SF330 forms are required, the City answered Yes. There is no mention of this requirement in the RFQ. Please clarify, and let us know if this includes both Part I and Part II. Will an addendum be issued to clarify Section 4.0 Proposal Format to include SF330 forms? Or are we to follow current outline and include SF330 in an appendix? **(Submitted: Sep 6, 2019 9:24:11 AM EDT)**

Answer

- 330 form is not required. **(Answered: Sep 9, 2019 12:00:00 PM EDT)**

Question 18

When submitting as PRIME with a team of 5 separate disciplines/firms (Architecture, MEP, Structural, Landscaping and Survey) is everything that is requested from the PRIME requested of the sub-consultants, as well? Or just â¢someâ of the items? I know it can all be included in one packet, but how much of the requirements pertain to each discipline?
example:
â¢One cover letter/executive summary (for PRIME only or per discipline?)

â¢Overall financial stability of the firm (for PRIME only or per discipline?)

â¢SECTION 6.0 REQUIRED FORMS (for PRIME only or per discipline?)

â¢CLIENT REFERENCES
A. Demonstration that the Proposer, or the principals assigned to the project, has successfully completed services similar to those specified in the scope of services to at least three (3) entities. For each reference, include the name, title, telephone number, fax number and email address of a representative who can verify satisfactory performance. (for PRIME only or per discipline?)

B. Does your firm have other contracts for the services specified herein in Miami-Dade, Broward and Palm Beach counties? If yes, how many? How many other contracts does your firm have in the Southeast United States? (for PRIME only or per discipline?)

C. What other contractual commitments do your key subcontractors (as applicable) have in the Miami-Dade, Broward and Palm Beach County area? (for PRIME only or per discipline?)

D. List of all pending lawsuits involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP. (for PRIME only or per discipline?)

E. List of all judgments from lawsuits in the last three (3) years involving the corporation, partnership or individuals. (for PRIME only or per discipline?) **(Submitted: Sep 6, 2019 5:57:13 PM EDT)**

Answer

- Prime Only, the City may decide to request more information during negotiations. **(Answered: Sep 9, 2019 12:00:00 PM EDT)**

- Also, see Section 1.20 SUBCONTRACTING
As part of its proposal, the Proposer must identify any and all subcontractors that will be used in the performance of the proposed contract, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the City when making the award in the best interest of the City. If the Proposer fails to identify any and all sub-contractors in the proposal, the City may allow the Proposer to submit this documentation during the evaluation period if such action is in the best interest of the City. **(Answered: Sep 11, 2019 4:22:06 PM EDT)**

Question 19

I know you have the option of submitting per discipline or as a group of disciplines, but does the City have a "preference" or is "preference" given to proposers submitting as a "team"? **(Submitted: Sep 6, 2019 5:59:57 PM EDT)**

Answer

- No preference will be given. **(Answered: Sep 9, 2019 12:00:00 PM EDT)**

Question 20

Please reconsider your answer to whether SF330 forms are required (the City answered Yes). There is no mention of this requirement in the RFQ and thus, given the timing if the requirement of using SF330 still holds, we respectfully request more time to reply to the RFQ, since adapting to the new format at this point will require significant effort and time. **(Submitted: Sep 7, 2019 9:35:35 AM EDT)**

Answer

- 330 is not required. **(Answered: Sep 9, 2019 12:00:00 PM EDT)**

Question 21

Evaluation Criteria #3 will evaluate "Current and projected workload and consistency in meeting project time & budget constraints, minimization of change orders/amendments"- does not seem to clearly fit within the proposal sections outlined in Section 4 (pages 39 and 40). Please clarify onto what section would this information go into or suggest that Evaluation Criteria be revised according to proposal sections/content required. **(Submitted: Sep 7, 2019 9:43:36 AM EDT)**

Answer

- See Section 4.2 Completed Projects, Page Limit 3 per Project

A list of NO MORE THAN five (5) Architectural, Engineering and/or Surveying related projects performed during the last five (5) years including the following information PER DISCIPLINE:
ï, · Name of the entity for which the work was performed;
ï, · Brief description of the scope of the project;
ï, · Initial construction estimate of project cost (the estimate prior to the bid);
ï, · Amount of initial contract award;
Total number of change orders to the contract;
ï, · Total value of change orders for the project;
ï, · Amount of initial design fees associated with the project;
ï, · Change orders to design contract and dollar value;
ï, · Contact person with the entity, valid current phone number of one that can knowledgeably discuss your firmâ™s role and performance in the project. **(Answered: Sep 9, 2019 12:04:01 PM EDT)**

Question 22

Does the (3) Civil/Structural Engineering category include Vertical/Building Structures or Transportation Infrastructures? **(Submitted: Sep 9, 2019 9:21:45 AM EDT)**

Answer

- Civil/Structural Engineer includes vertical building structures.

Civil/Traffic & Transportation Engineer is a separate category. **(Answered: Sep 17, 2019 11:36:52 AM EDT)**

Question 23

Would you consider expanding the completed projects time frame to 10 years? Also, would you consider "ongoing" general engineering continuing (GEC) contracts to be counted towards the completed projects qualification? **(Submitted: Sep 9, 2019 9:47:47 AM EDT)**

Answer

- No to expanding to 10 years, ongoing projects may be considered, please specify ongoing in the response. **(Answered: Sep 9, 2019 12:00:56 PM EDT)**

Question 24

We note this RFQ contains three different indemnity articles: General Terms, 1.27 (page 11); Section 6.0 Required Forms, 6.8 Indemnification (page 51); and Section 7.0 Sample Agreement, Section 6. (page 64). These each read differently and none of these indemnity provisions are compliant with Florida Statute 725.08. Is it acceptable for Section 6.8 Indemnification (required form) that we replace the existing language with an indemnity that is consistent with FL Statute 725.08? **(Submitted: Sep 9, 2019 10:59:44 AM EDT)**

Answer

- The City will review and decide on the appropriate language. **(Answered: Sep 9, 2019 12:00:00 PM EDT)**

Question 25

On the revised RFQ, page 15, it states the following:

4.2 COMPLETED PROJECTS, PAGE LIMIT 3 PER PROJECT
A list of NO MORE THAN five (5) Architectural, Engineering and/or Surveying related projects performed during the last five (5) years including the following information PER DISCIPLINE:

If we are submitting for 3 disciplines does this mean we can provide 15 projects? **(Submitted: Sep 9, 2019 12:26:40 PM EDT)**

Answer

- Yes, no more than 15. **(Answered: Sep 9, 2019 12:29:33 PM EDT)**

Question 26

Is there a page limit to introductory pages in sections 4.2 Completed Projects (example: proofs of awards, delivery, and performance) and 4.4 Experience of Key Personnel (example: org chart and staff bios)? Or would you prefer to strictly dive right into projects and resumes without introductions? **(Submitted: Sep 9, 2019 12:45:09 PM EDT)**

Answer

- Section 4.2 COMPLETED PROJECTS, PAGE LIMIT 3 PER PROJECT, Section 4.4 EXPERIENCE OF KEY PERSONNEL, PAGE LIMIT 2 PER PERSON. Introductory pages may need to be included in another section. The City does not want to review duplicate information. **(Answered: Sep 9, 2019 1:46:29 PM EDT)**

Question 27

Section 4.7 says 10 page limit, but the forms make up 18 pages alone. Are these exempt from the 10 page limit? **(Submitted: Sep 9, 2019 1:26:50 PM EDT)**

Answer

- Yes, 10 page limit is for value added benefits **(Answered: Sep 9, 2019 1:46:29 PM EDT)**

Question 28

What does the "Statement of "no" proposal" mean? Do we have to send it if we wish NOT to respond to this RFQ? I'm confused. **(Submitted: Sep 9, 2019 1:38:16 PM EDT)**

Answer

- Yes. **(Answered: Sep 9, 2019 1:46:29 PM EDT)**

Question 29

Should we include separate organizational charts per discipline if some personnel duplicate across disciplines since we cannot repeat resumes? **(Submitted: Sep 9, 2019 1:39:34 PM EDT)**

Answer

- That may be one way to provide, the City does not want to review duplicate information. Please organize accordingly. **(Answered: Sep 9, 2019 1:46:29 PM EDT)**

Question 30

Are the sections to be named i.e. Section 4.1, etc. or 1, etc? **(Submitted: Sep 9, 2019 1:41:41 PM EDT)**

Answer

- Section 4.1, etc. This helps the evaluation committee refer back to the City's requirements in the RFQ. **(Answered: Sep 9, 2019 1:48:17 PM EDT)**

Question 31

Can we repeat projects and recommendations in different disciplines? Our projects addressed multiple areas that are within the disciplines we are submitting for. **(Submitted: Sep 9, 2019 1:56:45 PM EDT)**

Answer

- Yes, but the information surrounding the project should be related to that discipline, copying and paste the same information twice is not recommended. **(Answered: Sep 9, 2019 1:59:53 PM EDT)**

Question 32

RFQ 19-082-MC states that:
"Firm must possess at least three years of considerable relevant experience in design and implementation of a wide variety of Municipal Projects"

Does this mean you are looking only for Municipal Project experience as a qualifier, and other public work experience will not be considered for this item? **(Submitted: Sep 9, 2019 5:05:58 PM EDT)**

Answer

- The City will evaluate all relevant experience provided. **(Answered: Sep 11, 2019 11:55:51 AM EDT)**

Question 33

In reference to Section 4.2 Client References, etc., what format would those references be? Is that not the same as form 6.13 Proposer's Experience? Otherwise, what is the format for "demonstration" as mentioned in Item A. of Section 4.6? **(Submitted: Sep 9, 2019 11:05:23 PM EDT)**

Answer

- Section 4.2 is COMPLETED PROJECTS, PAGE LIMIT 3 PER PROJECT
A list of NO MORE THAN five (5) Architectural, Engineering and/or Surveying related projects performed during the last five (5) years including the following information PER DISCIPLINE.

Yes, 4.6 A is the same as form 6.13. **(Answered: Sep 11, 2019 12:17:46 PM EDT)**

Question 34

In what section does an approach belong? Is that meant to be in an appendix? **(Submitted: Sep 9, 2019 11:06:16 PM**

EDT)

Answer

- The City is not requesting an Approach. This is a Request for Qualifications. **(Answered: Sep 11, 2019 12:17:46 PM EDT)**

Question 35

Why were a few questions left unanswered? Please advise. Thank you. **(Submitted: Sep 10, 2019 9:06:59 AM EDT)**

Answer

- The City is working to answer all questions. **(Answered: Sep 10, 2019 12:04:53 PM EDT)**

Question 36

Do we need a different LOI for discipline if we are submitting for three disciplines. **(Submitted: Sep 10, 2019 10:51:24 AM EDT)**

Answer

- What is LOI, what section of the RFP are you referring to? **(Answered: Sep 11, 2019 11:54:51 AM EDT)**

Question 37

For Section 4.2 Completed Projects, what is the difference between Total number of change orders to the contract and total value of change orders for the project vs. Change orders to design contract and dollar value? **(Submitted: Sep 10, 2019 11:51:40 AM EDT)**

Answer

- The City is referring to change order to the design portion of the contract vs other areas. **(Answered: Sep 11, 2019 11:54:51 AM EDT)**

Question 38

Supposed we are submitting for all 13 CATEGORIES. Is it correct that we can submit 5 projects for EACH category (with a 3-page limit per category)? If this is not correct, please clarify how many projects a firm submitting on all 13 categories can submit? **(Submitted: Sep 11, 2019 8:53:52 AM EDT)**

Answer

- Section 4.2 4.2 COMPLETED PROJECTS, PAGE LIMIT 3 PER PROJECT
A list of NO MORE THAN five (5) Architectural, Engineering and/or Surveying related projects performed during the last five (5) years including the following information PER DISCIPLINE. **(Answered: Sep 11, 2019 11:54:51 AM EDT)**

Question 39

We respectfully request a time extension of one additional week on the proposal submission due date. Thank you. **(Submitted: Sep 11, 2019 11:46:51 AM EDT)**

Answer

- The City is not issuing an extension. **(Answered: Sep 11, 2019 11:54:51 AM EDT)**

Question 40

Are we able to apply in different teams? In other words, Can we apply as a prime in one team and

subconsultant on another team. **(Submitted: Sep 11, 2019 1:33:02 PM EDT)**

Answer

- The City will evaluate the qualifications of the firm responding to the RFQ.

See section 1.20 SUBCONTRACTING
As part of its proposal, the Proposer must identify any and all subcontractors that will be used in the performance of the proposed contract, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the City when making the award in the best interest of the City. If the Proposer fails to identify any and all sub-contractors in the proposal, the City may allow the Proposer to submit this documentation during the evaluation period if such action is in the best interest of the City. **(Answered: Sep 11, 2019 4:21:28 PM EDT)**

Question 41

Please confirm: Section 4.1 has a page limit of 15 pages. T
These 15 pages do not include Section 4.2 project sheets which then allow for an additional maximum of 15 pages. **(Submitted: Sep 11, 2019 2:46:07 PM EDT)**

Answer

- Please review page 39, it states.

4.1 PROFESSIONAL CAPABILITIES AND PROJECT EXPERIENCE, PAGE LIMIT 15
Clearly describe the firmâTMs professional capabilities and project experience including Miami-Dade County permitting. This section of the Proposal should give a description of the firm, including the size, range of activities, etc. Particular emphasis should be given as to the firm-wide experience and expertise in the provision of services requested herein.

and

4.2 COMPLETED PROJECTS, PAGE LIMIT 3 PER PROJECT
A list of NO MORE THAN five (5) Architectural, Engineering and/or Surveying related projects performed during the last five (5) years including the following information PER DISCIPLINE: (etc) **(Answered: Sep 11, 2019 4:14:15 PM EDT)**

Question 42

If we were to get short listed, does the whole team need to present, or can the prime firm be the only one present. **(Submitted: Sep 11, 2019 4:12:42 PM EDT)**

Answer

- The firm responding to the RFQ will be required to present. **(Answered: Sep 11, 2019 4:15:07 PM EDT)**

Exhibit “B”

ORIGINAL

CITY OF NORTH MIAMI BEACH

Continuing Services Agreement

for Architectural/Engineering,
Landscape Architect & Surveying Services

RFQ No. 19-082-MC

Kimley»Horn

Expect More. Experience Better.

GMOC30039.19

CITY OF NORTH MIAMI BEACH

Continuing Services Agreement

for Architectural/Engineering,
Landscape Architect & Surveying Services

RFQ No. 19-082-MC

Kimley-Horn and Associates, Inc.

1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411
561.845.0665

Contact: Tom Jensen, P.E.
561.840.0853
tom.jensen@kimley-horn.com

September 25, 2019

City of North Miami Beach, Florida
Continuing Services Agreement for Architectural/ Engineering, Landscape Architect & Surveying Services
RFQ No. 19-082-MC

Kimley»Horn

Expect More. Experience Better.

CITY OF NORTH MIAMI BEACH

Continuing Services Agreement

for Architectural/Engineering,
Landscape Architect & Surveying Services

RFQ No. 19-082-MC

TABLE OF CONTENTS

Section

Cover Letter and Executive Summary

Professional Capabilities and Project Experience 4.1

Completed Projects 4.2

Financial Stability 4.3

Experience of Key Personnel 4.4

Firm's Resources and Experience with Governmental Entities 4.5

Client References 4.6

Required Forms, Attachments and Value-Added Benefits 4.7

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Expect More. Experience Better.

Continuing Services Agreement

for Architectural/Engineering, Landscape Architect & Surveying Services **RFQ No. 19-082-MC**

Kimley»Horn

September 24, 2019

Meghan Cianelli Bennett, Purchasing Supervisor
City of North Miami Beach
Procurement Management Division
17011 NE 19th Avenue, Room 315
North Miami Beach, FL 33162

RE: ***City of North Miami Beach; Architectural/Engineering, Landscape Architecture & Surveying Services; RFQ No. 19-082-MC***

Dear Ms. Cianelli Bennett and Members of the Selection Committee:

The **Kimley-Horn** team is pleased to submit this Request for Qualifications to provide Architectural/Engineering, Landscape Architecture & Surveying Services for the City of North Miami Beach. Kimley-Horn has had a continuous presence and an ongoing commitment to serving this area since we first established an office in Miami-Dade County in 1995.

Kimley-Horn has elected to submit on the following categories for RFQ No. 19-082-MC:

- Architects
- Water/Wastewater Engineers
- Civil/Structural Engineers
- Civil/Traffic & Transportation Engineers
- Electrical Engineers
- Environmental Engineers
- Landscape Architectural Services
- Leak Detection Studies
- Mechanical, HVAC & Plumbing Engineers
- Permit Review
- Planning and Zoning, Code Compliance, and Business Licensing
- Surveyors
- GIS Services

Kimley-Horn offers the City of North Miami Beach outstanding in-house resources and technical expertise. Our diversified resources give us the ability to draw from those resources at any time from our 800+ staff throughout 16 offices in Florida. Kimley-Horn is not a one-person team but offers the County the best of both worlds—the resources of a large, nationally-ranked firm and the personal attention and response of a small dedicated professional team.

Kimley-Horn commits to performing all required work in accordance with the terms and conditions of RFQ No. 19-082-MC. Our firm understands that, if selected, we will meet any location, budget, task orders, or minority business enterprise procurement goals if they are set. In addition, we warrant and represent that at all times during the term of the contract we shall maintain good standing of all required licenses, certifications, and permits required under federal, state, and local laws necessary to perform the services.

Kimley-Horn has the expertise, drive, and resources to work as a cohesive unit with the City of North Miami Beach to ensure your projects are completed to your specifications. As your consultant, our goal is to provide you with a seamless engagement of support staff and expertise needed to achieve practical solutions for your growing needs. **Kimley-Horn is not focused on the short-term result but is devoted to establishing a long-term relationship founded on trust, respect, and teamwork.**

The personnel signing below are authorized to make representations for Kimley-Horn.

Very truly yours,
KIMLEY-HORN

Tom Jensen, P.E.
Project Manager
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411
561.840.0853

R. Russell Barnes, III, P.E.
Principal-in-Charge/Senior Vice President
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411
561.840.0853

Executive Summary

Capability to Provide Multidisciplinary Services for On-Call Contracts

On-call contracts require a different approach from typical project-specific contracts. Each task assigned under an on-call contract will need an individualized approach that includes the various disciplines necessary to complete the assignment. At Kimley-Horn, the overall approach for a task begins with an initial scoping meeting, development of the fee proposal, and a clear understanding of expectations and deliverables.

Upon notice to proceed, the appropriate staff is assigned to accomplish the task within the agreed upon timeframe. One of the advantages that Kimley-Horn offers is our ability to assign the right staff to each task. We can draw from a multitude of disciplines and resources to complete each assignment—whether the task is relatively minor, requiring only a few people in a single discipline; or a complicated task requiring numerous people and multiple disciplines.

Kimley-Horn also focuses on project management, from the inception phase through the construction phase of each project. Our project managers receive bi-monthly effort reports on manpower and expenses—helping them to establish a clear picture of project cost, cost control effectiveness, and schedule—all tools they need to keep projects moving ahead. We recognize that each project has its own expectations that need to be understood and then exceeded. Kimley-Horn's quality assurance/quality control (QA/QC) measures are built in to our project management processes.

Kimley-Horn staff have formed successful and long-lasting relationships with our clients because we believe in exceptional client service combined with technical excellence. In addition to project work, each project team member plays a role in maintaining the policies and practices which have helped us build an unusually experienced and stable professional staff, a strong project management system, and a close rapport with our clients.

Ability to Work with the City of North Miami Beach as Their Trusted Advisor

Selecting the right on-call consultant is undoubtedly one of the most important obligations performed by the City of North Miami Beach. You need a consultant who can navigate the wide-ranging responsibilities and challenges presented by each project with a clear, visionary approach, as well as a proactive and trusted partner who is familiar with your procedures. **Kimley-Horn's long-standing experience with various municipal agencies on continuing services contracts means you will receive unmatched service, responsiveness, and essential local knowledge.** We at Kimley-Horn feel we would make a perfect partner for your engineering service contract.

Tasks for continuing services contracts have unique demands that require specific skills and disciplines. At Kimley-Horn, our response to on-call requests begins with an informal meeting via phone or e-mail exchange to better understand your needs. This exchange is typically followed by a focused scoping meeting, development of the proposal, and a clear definition of task expectations and deliverables. Upon notice to proceed, appropriate staff assignments are made to accomplish the task within the agreed upon timeframe. For each and every task order, we look carefully at staff availability and skill sets to build the best task order team to serve you. With the ability to utilize staff locally, regionally, and nationwide, if needed, as well as an established network of strong subconsultants, we can draw from a multitude of disciplines and resources to complete each assignment, large or small, to meet your expectations.

Kimley-Horn's focused team management philosophy can be summed in four words—teamwork, communication, competence, and integrity. **Teamwork** means that all members contribute a fair share, are primarily interested in the outcome of the project, and are considerate of the needs of other team members. If someone needs an answer from someone else to stay on schedule, then that answer becomes a priority for the person with the answer. **Communication** means that each team member understands their job is to let other team members know what's going on and when decisions are reached that might affect others. Lack of communication leads to wasted effort but, more importantly, it can lead to a final design that is not properly coordinated between the many disciplines on a

program of this size and nature. **Competence** means that each team member is experienced and knowledgeable in their particular field and knows what they do affects other members of the team. **Integrity** means professionals dedicated to good engineering practices with the foremost consideration of the needs of the City of North Miami Beach.

Project Manager Familiar with Continuing Services Contracts for Municipalities

While we remain responsive to our clients' dynamic needs by drawing upon a diverse professional staff, we also provide management continuity through the assignment of a client-oriented project manager. The project manager is responsible for all work production, scheduling, project reviews, and client contact. As our client liaison, the project manager maintains a broad overview of ongoing projects and, from that perspective, is best able to direct staff project assignments. In addition, the project manager will provide regular oversight of the activities undertaken by the subconsultants selected for this team. We realize and understand that a significant part of the role of our project management will be a liaison to the rest of our subconsultants, making sure each team member is making active and productive strides towards the final goal of completion of a celebrated project.

Your project manager will be **Tom Jensen, P.E.**, who will take the lead role in scope development, resource allocation, contract negotiations, and staff assignments with proactive coordination with the City of North Miami Beach to establish proper lines of communications, budgets, and schedules. Tom's recent experience with other municipalities on similar contracts will ensure the successful completion of each task work order issued by the City of North Miami Beach.

An example of Tom's successful senior leadership and qualifications is showcased in the pivotal role he provided for the Jupiter Inlet Colony Neighborhood Rehabilitation project. Tom designed all of the new systems, reviewed the bid proposals for the Loxahatchee River District, and supervised the implementation of the construction which finished 68 days ahead of schedule and almost $500,000 below budget. Tom was instrumental in getting two grants from FDEP and SFWMD totaling $800,000, which will assist in offsetting the total assessment amount paid by the residents for these improvements. As a result, Jupiter Inlet Colony is releasing 83% less "dirty" water to the surrounding water bodies. *This project resulted in a magazine article published in December 2018 by the QC – Quality Cities magazine (a publication of the Florida League of Cities); the article was by Daniel J. Comerford III/Town of Jupiter Inlet Colony and Thomas C. Jensen/Kimley-Horn: "Going Green in Jupiter Inlet Colony: Neighborhood Rehabilitation Project Protects and Preserves.*

Procedures to Ensure Project Success

Kimley-Horn has integrated the following procedures into its firm to ensure the success of our client's projects: project management; quality assurance/quality control (QA/QC); value engineering (VE); project cost controls; project scheduling programs to monitor and track project milestones and meet budget requirements; and incorporation of a management information system (MIS) to continuously track recent, current, and projected workload,

Innovative Project Concepts

Kimley-Horn has a long history of providing successful, innovative, and cost-efficient solutions and takes pride in thinking beyond preconceived notions to develop innovative solutions that exceed the expectations of our clients. We always look for better and more creative ways to do our jobs that result in benefitting our clients. We don't necessarily follow the crowd and use every new technique simply because the "in thing" to do. Our professional team evaluates emerging technology and applies it where it can benefit your projects. We know how to think outside of the box and recognize what trends offer sound design advantages.

Typical Kimley-Horn Project Setup

To be the City of North Miami Beach's trusted consultant, we must have a consistent approach to project management so that we can always provide our very best deliverable to our clients. This is important to us. We oftentimes find that our clients just expect this to be done, even if they don't know exactly what to ask for. With Kimley-Horn you don't have to worry about this. We want to be the best and we employ these techniques whether you asked for them or not.

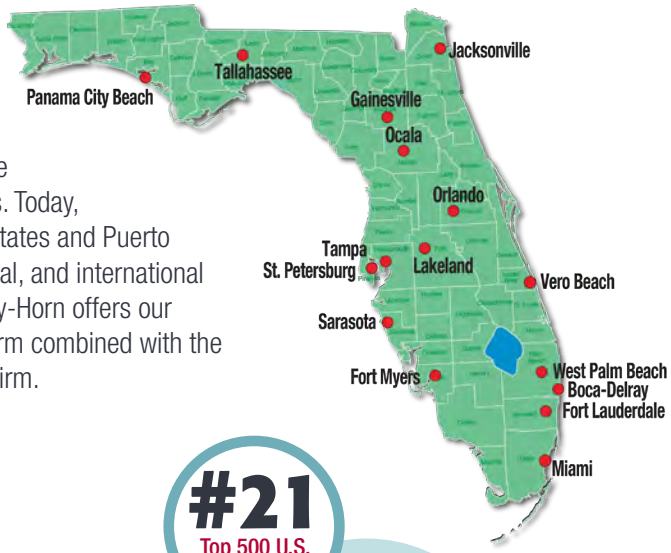
1. Complete understanding of the assignment. It does no good to have an incorrect scope of services from the onset of a task. You don't want it over-scoped and we don't want it under-scoped. We view the scope and fee proposal as the first deliverable on any task assignment and we will get it right the first time.
2. Submit timely contracts to the procurement department and make sure they meet all of the City's procedural requirements.
3. Prepare a detailed workplan and project schedule. We work from a detailed schedule for every task we complete, even if you don't require one.
4. Establish an appropriate method and frequency of communication.
5. Set up an internal Quality Control program manager.
6. Be flexible during the performance of our services and be readily available.
7. Provide technically excellent deliverables.
8. Provide final deliverables and a detailed project closeout to ensure that you have a complete project file that will enable you to reference back to the work that was performed in the future.

Summary

Kimley-Horn wants to exceed the City of North Miami Beach's expectations, beginning on day one and continuing until the last deliverable is in your hands. We have established methodologies in place for project management and communication, a capable and proven project team who will be led by an experienced project manager, multidisciplinary experience, a passion for quality, and a thorough understanding of the City's objectives and expectations. Kimley-Horn looks forward to working with the City of North Miami Beach to provide Continuing Architectural/Engineering, Landscape Architect & Survey Services for RFQ No. 19-082-MC.

4.1 Professional Capabilities and Project Experience

Kimley-Horn is a full-service, multidisciplinary consulting firm offering a broad range of planning, engineering, structural, and environmental services to public- and private-sector clients. We were founded in 1967 as a three-person transportation planning and traffic engineering firm in Raleigh, North Carolina. The following year, we opened our first Florida office in West Palm Beach to serve local utilities. Today, Kimley-Horn has 4,000+ employees in 90+ offices across the United States and Puerto Rico offering a full range of consulting services to local, regional, national, and international clients. In Florida alone, there are 800+ employees in 16 offices. Kimley-Horn offers our clients the individual, personal service they would expect from a local firm combined with the manpower and technical resources of a nationally-ranked engineering firm.



Kimley-Horn is recognized nationwide for the quality of its work environment, for its stature as a business enterprise, and for the outstanding work of its consulting staff. The firm's successful peer recognition has been accompanied by a commitment to providing responsive client service, pursuing continuous quality improvement, and operating as a business-based practice. Our clients benefit from the resources of a nationally-recognized organization while receiving the personal attention and response of a small dedicated professional team.

Corporate Organization

Kimley-Horn is a privately-held corporation, fully owned by individuals who are current employees of the firm. Our employee owners are the sole stockholders of the company and are the professionals who directly serve our clients. The operations of the firm are not influenced by non-employee owners whose interests may conflict with client service. Since ownership is spread throughout key professionals, and no single individual or small group owns controlling interest of the firm, the company is positioned for long-term stability.

Date of Incorporation: February 10, 1967
(incorporated in the State of North Carolina)
Federal Identification Number (FEIN): 56-0885615
Corporate charter number: 126896
Professional license number: 00000696
Date authorized to do business in Florida: April 24, 1968
Florida corporate charter number: 821359

Expertise Providing Required Services

Water/Wastewater Engineering Services

Water Resources Infrastructure Design Experience

Kimley-Horn excels in providing full project planning, design, permitting, and construction observation services to assist you from the onset of a project through the approval process to completion of the final certifications. Kimley-Horn's staff professionals have award-winning experience in the design and rehabilitation of citywide utility systems, water main extensions/distribution systems, wastewater collection systems, force main extensions, lift stations, and treatment facilities. This work includes designing to site-specific conditions relative to existing utilities, system layout, hydraulic modeling, existing utility coordination, and regulatory permit compliance. We have developed dozens of water distribution computer models for supply and distribution planning and have coordinated associated system connections.

Kimley-Horn's specific water main design capabilities encompass all planning, design, permitting, and construction observation services required from the onset of a project through the approval process, and then bringing the system online. We have a large list of design projects, for water mains, force mains, and reclaimed water mains through rural and urban corridors. Our services routinely include designing under strict regulatory compliance conditions, such as State Revolving Fund (SRF) loan requirements, coordinating with existing utilities to avoid underground conflicts, and integrating with existing on-site systems.

Our staff has extensive experience with traditional pipeline construction projects, directional drilling, and pipe bursting. We interact regularly and have longstanding relationships with permitting agencies in procuring permits for unique horizontal directional drill (HDD) projects, including those involving subaqueous crossings under sensitive wetlands, major highways, and under Waters of the State. Many times, we will provide hydraulic modeling and route analysis studies to determine the best approach to installing, replacing, and rehabilitating pipelines.

In addition, our staff has extensive experience with complete water and wastewater infrastructure replacements, along with septic to sewer type projects. These type of unique projects require special skill and understanding of the area to ensure resident services are not impacted, and proper maintenance of traffic is in place.

In addition, Kimley-Horn has extensive experience in siting, designing, permitting, and overseeing construction of surficial, upper Floridan aquifer, lower Floridan aquifer, deep injection wells, and ASR wells throughout Florida. We have consistently demonstrated innovative approaches to identifying and solving our clients' raw water supply needs, earning a reputation for developing wells with very high productivity of excellent quality water and very low suspended solids content. The firm has recent aquifer storage and recovery (ASR) experience in both shallow and deep aquifer systems. Our expertise in developing wellfields not

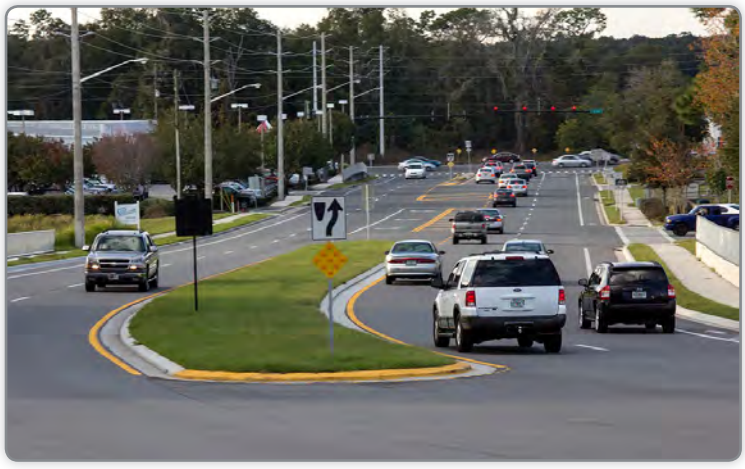
only provides sustainable water supply but provides water quality that is consistent in meeting the requirements of the treatment facility. We understand the sensitive issues related to surficial aquifer water quality and maximizing well capacities. Our experience encompasses conceptual planning, permitting, design, construction, and testing of such ASR systems. ASR technology is recognized for its innovation and direct contribution to practical water conservation.

Kimley-Horn also offers our clients a wide range of wastewater-related experience including pump station design, force main systems, gravity systems, computer modeling, permitting, rehabilitation, advanced treatment technologies, chemical and process engineering, telemetry systems, effluent reuse and disposal, deep well injections, aquifer storage and recovery, and surface water discharge.

Civil/Structural Engineering Services

Structural engineering has been a specialty discipline at Kimley-Horn in Florida for more than 40 years. Kimley-Horn offers expertise in design, construction, inspection, and evaluation of a variety of structures, including culverts, buildings, parking facilities, seawalls, bridges, retaining walls, commercial facilities, warehouses, water plants, and water control structures. In addition, we provide forensic evaluations, hurricane preparedness, and damage assessment services. Our structural professionals have developed plans and specifications for projects ranging from simple foundations to complex multi-level multi-purpose structures. Our structural experience includes an array of construction projects using every type of material, including steel frames for sugar facilities, masonry buildings at water plants, timber boardwalks and dune crossovers, floating piers at marinas, aluminum seawalls, concrete retaining walls, steel bulkheads, pre-stressed concrete light poles, steel mast-arms, post-tensioned parking decks, and more. Our engineers are very familiar with local, state, federal, and national design codes and requirements and well versed in the design and analysis of concrete, steel, wood, and masonry structures.

Civil/Traffic and Transportation Engineering Services



Kimley-Horn offers complete transportation planning and traffic engineering services in-house. Our transportation planning and engineering services include traffic impact assessment; development of master plans; layout of roadways, access, and interchanges; development of circulation and parking plans; and design of both surface and structural parking facilities. We have completed thousands of traffic engineering projects, ranging from major area-wide systems involving hundreds of intersections to single intersection designs and analysis. Our traffic engineering staff includes experts in these areas: traffic engineering general consulting; signal system design; intersection design, signing and marking studies and plans; speed zoning studies; safety and operation studies and plans; accident analysis and testimony; pedestrian safety programs; innovative parking, access, and circulation studies; and impact fee/concurrency analysis. Kimley-Horn is a leading consultant in the planning of corridor studies, regional and statewide transportation systems, local and regional transportation area plans, transportation demand management programs, and transportation impact assessments.

Environmental Engineering Services

Florida's natural environment is unique and diverse. Kimley-Horn's commitment to Florida's natural environment is reflected in the work we have performed on numerous parks, preserves, and sensitive environmental areas throughout the state. Kimley-Horn maintains an experienced team of environmental scientists, geologists, hydrogeologists, biologists, planners, and field technicians with expertise in a wide range of environmental planning and problem-solving services, including permitting, site location studies, environmental assessment reports, and environmental analyses. This team is also familiar with regional issues and interacts with federal, state, and local government agencies daily. They stay abreast of current environmental regulations and regularly participate in rule making decision so that they can understand how proposed changes affect environmental permitting and regulations. Consequently, Kimley-Horn has an excellent record of accomplishment for successfully completing environmental projects across the full range of Florida's ecosystems.

Our professional environmental services include: land use and development feasibility studies; environmental impact statements; contamination assessment/remediation for soils, ground water, and surface water; comprehensive environmental compliance evaluations; environmental audits (all phases); environmental permitting (RCRA, clean air, NPDES, 404, incidental taking, coastal construction, U.S. Army Corps of Engineers, Water Management District, U.S. Coast Guard); waste minimization/process optimization; wildlife/habitat studies and mitigation planning; aerial photo interpretation, mapping, and habitat evaluation using GIS systems and remote sensing imagery; and wetland jurisdictional evaluations, mitigation plans, and monitoring.

Environmental Engineers: Groundwater Studies – JLA Geosciences, Inc.

JLA Geosciences, Inc.
HYDROGEOLOGIC CONSULTANTS

JLA Geosciences, Inc. was established in 2003 to provide hydrogeologic, groundwater, and well systems services. JLA specializes in well construction design and services, well acidization design and services, hydrogeologic subsurface evaluation, hydrogeologic database searches, groundwater flow and transport modeling, environmental and water use permitting, wastewater disposal and injection well services, water resources evaluations, and master planning. Staff include registered professional geologists with nationwide experience in geology, geochemistry, hydrogeology, and groundwater flow modeling. Groundwater experience includes work on more than 60 different wellfields, including 30 major municipal and smaller private utilities, and expertise with reverse osmosis treatment, wastewater evaluation, and injection well services.

JLA Geosciences and Kimley-Horn have a proven track record of assessing and significantly increasing production in aging wellfields. It is common practice for the team to research and interpret historical well construction and available operation/performance data. JLA Geosciences and Kimley-Horn have previously teamed to work on wellfield improvements and engineering design services.

Principal hydrogeologist **Jim Andersen, P.G.** is President of JLA Geosciences and provides project management, technical oversight, as well as serving as well design and construction phase services team leader. Jim has more than 30 years working experience in hydrogeology, groundwater, water resource investigations, wellfield design, construction, development, well problem evaluations, and well rehabilitation. He has been responsible for the construction of and completion of hundreds of water supply wells in South Florida, including more than 100 in the Upper Floridan aquifer. Jim serves on the Southeast Desalting Association and Palm Beach County Natural Resources Protection boards. He is also on the board and Secretary of Connect Consulting, Inc., a hydrogeologic and well rehabilitations specialty consulting firm.

Environmental Engineers: Geological Services – Terracon

Terracon

Terracon Consultants will provide geotechnical services. Since the 1990s, Terracon has provided geotechnical engineering, environmental consulting, construction materials testing, and facilities engineering services. Geotechnical services include: subsurface exploration and testing; foundation

analysis and design; in-situ testing and performance monitoring; earth structures, slopes, and retention systems; dynamic analysis and evaluation; soil stabilization and ground improvement; groundwater control; and pavement design and subgrade evaluations. Senior geotechnical engineer **Hugo Soto, P.E.** has 39 years of experience providing engineering, construction materials testing, inspection, and consulting services. Geotechnical services include geotechnical design, analyses, and recommendations related to the design and construction of foundations, as well as geotechnical exploration programs. Hugo is well versed in performing analysis and evaluation of field and laboratory data, in-situ soil testing, in-place permeability testing, and geophysical explorations. Hugo's extensive experience includes: evaluating bearing capacity and settlement for different types of shallow and deep foundation systems; analysis/evaluation of retaining walls, sheet piling systems, slope stability analysis of conventional and reinforced embankments, evaluation of drilled shafts, auger-cast piles and driven piles; evaluation, design, and implementation of subsurface improvement programs (i.e. application of dynamic compaction, preloading, compaction grouting, and vibro-compaction techniques); and conducting studies including monitoring vibrations of structures during construction.

Landscape Architectural Services

Kimley-Horn has become one of the premiere landscape architectural firms in Florida and has a well-earned reputation for combining creative ideas, technical excellence, and client collaboration, resulting in dynamic projects that blend into their environments and become a part of the area they inhabit. Kimley-Horn's landscape architects and urban planners emphasize the development of a pleasing visual environment, meaningful themes, distinctive images, and strong sense of place, while remaining sensitive to budget and long-term maintenance obligations. Kimley-Horn has extensive experience in providing landscape architecture services for downtown redevelopment and streetscape projects. These projects include detailed work in lighting systems, banners, special paving, landscaping, integration of vehicular and pedestrian traffic, and site amenities such as fountains, street furniture, recreation facilities, and site graphics. Kimley-Horn also ensures that is streetscape design meets the requirements of the Americans with Disabilities Act (ADA) and Crime Prevention Through Environmental Design (CPTED).

Leak Detection Studies

Kimley-Horn has project experience involving leak detection studies. For North Bay Village, Kimley-Horn developed bid documents to replace all of the Village's existing water meters with new solid-state water meters and to implement and optimize a mobile-based advanced metering infrastructure (AMI) and water loss management system to read meters in an automated and cost-effective manner and to reduce the Village's unaccounted for and non-revenue water. For North Bay Village's Water Main Rehabilitation Program, the project objective was to determine water leak locations throughout the water distribution system by means of an electronic leak detection process. The bid documents included the leak detection process requirements performed by the Contractor, and the water main rehabilitation program was then developed based on those results. The project also included repairing and replacing defective components of the water distribution system, including the water main, water service connections, isolation valves, air release valves, and fire hydrants.

Mechanical, HVAC and Plumbing Engineering Services

Kimley-Horn offers you expertise in HVAC and plumbing design, permitting, value engineering, and feasibility studies. Kimley-Horn's mechanical engineers have provided air conditioning, ventilation, and plumbing designs for many applications commonly found in water utility buildings such as electrical equipment rooms, generator rooms, pump stations, safe rooms, etc. Kimley-Horn can provide all the required services for any mechanical, HVAC, or plumbing project you may assign to us.

Permitting Review Services

Kimley-Horn's engineers, scientists, and planners maintain regular contact with virtually all key regulatory agencies and their decision makers. Our reputation among the professional staff of these agencies is among the best. This rich network of interpersonal relationships enables us to provide expeditious services relative to agency reviews and approvals. Our staff understands agency procedures and expectations. In addition, Kimley-Horn remains abreast of changes to applicable codes, standards, and regulations as they apply to each specific discipline. Our design professionals refer to EPA, ADA, OSHA, and NFPA codes, standards, and regulations pertaining to all site planning and site design assignments we undertake. Administration of many of these applicable codes, standards, and regulations has been delegated to state and local regulatory agencies

Your designated project manager, Tom Jensen, P.E. routinely performs reviews for several municipalities to ensure that the development plans proposed meet the municipal code requirements. Samantha Graybill, P.E. associate project manager, currently assists the Town of Palm Beach's Building Department with plan reviews due to their current workload.

Miami-Dade County Permitting Experience

Kimley-Horn has extensive experience in permitting projects within Miami-Dade on projects we refer to as "outside the fence"—in other words, infrastructure projects that are exclusive of water and wastewater treatment plants. We understand the requirements of the local regulatory agencies and ensure our plans reflect the agencies' latest regulatory guidelines. Our professionals typically meet with, or discuss over the phone, a project that is currently being designed to ensure their guidelines are being addressed. This small effort pays dividends when the final plans are submitted to the agencies for their reviews by minimizing/eliminating any request for information (RFI), thereby expediting the issuance of the permit.

We realize that some projects may warrant a building permit and, in these cases, we submit to the respective Building Department a set for cursory review. This advance review speeds up the Contractor's construction schedule and eliminates any "surprise change orders" as the building officials' comments have been addressed prior to the project being bid.

Recently, we completed four projects with North Miami Beach Water that required regulatory agency permits to be obtained. These projects were: (1) the Backwash Recovery and Chemical Feed System Improvements, (2) the Online Instrument and Caustic Feed System Improvements, (3) the Interconnect Modifications, and (4) the Ops Center Modifications projects. Each of these projects had unique attributes to them, requiring Kimley-Horn to permit the projects through the following agencies:

- City of North Miami Beach Public Works Department
- City of North Miami Beach Building Department
- City of Miami Gardens Building Department
- Florida Department of Environmental Protection (FDEP) via the Miami-Dade County Health Department
- Department of Environmental Resources Management (DERM)
- Miami-Dade County Fire Department
- Miami-Dade County Building Department
- Miami-Dade County Public Works

Planning and Zoning, Code Compliance, and Business Licensing

Kimley-Horn planning professionals are experienced in all aspects of planning. We know how to blend and balance solutions to specific issues based on the technical, financial, and political aspects and ramifications of each situation. Kimley-Horn understands the complexity of ordinances and regulatory standards and has partnered with communities throughout Florida to resolve their land planning and regulatory issues. Kimley-Horn realizes that short-term planning improvements must be consistent with the City's long-term visions and needs. Kimley-Horn's comprehensive planning services include: planning and zoning; code compliance; business licensing; master planning and updates; development and design codes/standards; comprehensive planning; sustainability planning; land use planning; evaluation and appraisal reports (EARs); regulatory and peer reviews; public involvement, community visioning, and charrette; and revitalization assessments.

GIS Services

Kimley-Horn is an industry leader in enterprise design and deployment of GIS programs, including design and development of spatial data warehouses, custom databases, and graphical user interfaces. We have pioneered and developed multiple geospatial information systems supporting the management and distribution of technical and facility information, pavement management systems, geotechnical business processes, and others. ArcMAP, AutoCAD, and MS Access are the primary tools utilized for our GIS work, and Kimley-Horn has extensive experience in data collection, conversion, and modification to meet the needs of specific projects. Kimley-Horn can customize GIS applications to match a client's needs—from evaluating land use alternatives to educating and including the public in the decision-making process.

Kimley-Horn is at the cutting edge in the development of Geographic Information System (GIS) tools and applications. The City of Miami Capital Improvement and Transportation Department wanted to improve the efficiency of their existing procedures used to maintain, display, and update the City's Capital Improvement Program (CIP) projects through the development of an interactive web-based GIS application. The application allows staff to edit, monitor, and provide status reports of the CIP projects within the City. The application is hosted on the City's servers and training was provided to staff.

Architects: Architecture Studio, Inc. (ASI)

architecture studio
great design shapes the future
rolando sosa, architect

Architecture Studio, Inc. (ASI) will provide architectural services. ASI is a professional architectural and interior design services firm founded in 1994. **Rolando Sosa** is co-founder, architect, and interior designer at ASI. Rolando has more than 35 years of experience involving architecture and construction projects. Rolando's enthusiastic leadership style and his rapport makes equally at ease representing his owners, as well as performing tough negotiations with general contractors. His projects are aesthetically designed with his owner's budgets in mind—a critical component. He is thoroughly involved in his projects from initial consultation to final punch list and grand opening celebration. Rolando's personal attention to construction document production and integration and coordination of various consultants for the projects make him a great team leader whose goal is to ensure that projects are completed on time and within budget.

Electrical Engineering Services: McKim & Creed, Inc.

McKIM&CREED

McKim & Creed's technical specialties includes electrical, civil, environmental, water, mechanical, plumbing, and structural engineering; industrial design-build services; airborne and mobile LIDAR/scanning; unmanned aerial systems; subsurface utility engineering; and hydrographic and conventional surveying services. The firm was founded in 1978 as an employee-owned company.

Aubrey Haudricourt, P.E. has more than 20 years of experience in both electrical and instrumentation engineering. He has designed and overseen the installation of power generation, power distribution, and lighting and process control systems for large water and wastewater facilities, as well as waste-to-energy and industrial facilities. Aubrey's expertise includes evaluating existing electrical assets for equipment life expectancy and risk failure assessment. He has also been involved with vulnerability studies for security, including hurricane and flood resiliency. In addition, Aubrey has more than 20 years of experience in other construction-related fields, including inspection and management.

Surveyors: Avirom

AVIROM & ASSOCIATES
ESTABLISHED 1981

Avirom & Associates, Inc., a full-service land surveying and mapping firm established in 1981, will provide surveying services. Types of surveys provided include boundary surveys, ALTA/NSPS land title surveys, as-built surveys, utility locate surveys, coastal mapping, construction surveys, permitting surveys, expert witness testimony, GPS control surveys, hydrographic surveys, mean high water surveys, platting, restoration of corners, right-of-ways surveys, route surveys, special purpose surveys, submerged land lease surveys, topographic surveys, and wetland location surveys. Avirom has worked with many municipalities throughout South Florida. **Mike Avirom, PLS** established Avirom in 1981. Mike has more than 40 years of experience. His surveying expertise includes boundary, aerial control, topography, bathymetric, and construction layout. Mike is a member of the Florida Society of Professional Land Surveyors and National Society of Professional Land Surveyors.

4.2 Completed Projects

1. Interconnect Improvements, North Miami Beach, FL

Kimley-Horn provided design, permitting, and engineer of record services for the interconnect improvements project completed for JACOBS on behalf of the City of North Miami Beach. Existing interconnects are maintained between the City and neighboring municipalities and there were five interconnects included in this project located in the City of Miami Beach, as well as the City of Miami Gardens. The design focused on site upgrades that increased system reliability by improving ease of testing and sampling, providing a mechanism for routine flushing and maintenance of the interconnect, and replacement of miscellaneous valves and appurtenances, as required.

Kimley-Horn's scope of services included: design, preparation of construction documents, regulatory assistance, assistance during bid and award phase of the construction contract, and limited construction phase services. Permits were obtained with the City of North Miami Beach and Miami Gardens Building Departments and the Florida Department of Environmental Protection (FDEP) via the Miami-Dade County Health Department. A letter of no permit was obtained from the Department of Environmental Resources Management (DERM). The project was awarded to a low bid of $334,268 and was completed as a task of Work Order #7 effort contracted with the City by JACOBS. A change order was awarded for installation of an insert valve at one of the sites for $17,059.10, bringing the project total to $351,327.10.

Name of the entity for which the work was performed: North Miami Beach Water

Brief description of the scope of the project: Kimley-Horn provided design, permitting, bid assistance and EOR services for upgrades to five interconnects between the City of NMB and adjacent municipalities. The improvements included installation of piping and valves to allow for routine flushing, improved testing and sampling, and maintenance.

Initial construction estimate of project cost (the estimate prior to the bid): $350,000

Amount of initial contract award: $334,268

Total number of change orders to the contract: 1

Total value of change orders for the project: $17,059.10

Amount of initial design fees associated with the project: $70,603.66

Change orders to design contract and dollar value: None

Contact person with the entity, valid current phone number of one that can knowledgeably discuss your firm's role and performance in the project: Samuel Zamacona E.I., Deputy Director, North Miami Beach Water, (P) 305.948.2932, (C) 786.657.6247

2. Water Main Rehabilitation Program, North Bay Village, FL

The project included developing bid documents for the rehabilitation of the Village's complete water distribution system. The project objective was to determine water leak locations throughout the water distribution system by means of an electronic leak detection process. The bid documents included the leak detection process requirements performed by the Contractor, and the water main rehabilitation program was then developed based on those results. The project also included repairing and replacing defective components of the water distribution system, including the water main, water service connections, isolation valves, air release valves, and fire hydrants. Kimley-Horn also assisted the Village with obtaining $4.4 million of funding through the State Revolving Fund (SRF) Program by developing a Facilities Plan based on Section 62-503-700(2) of the Florida Administrative Code (FAC). The Facilities Plan documented existing conditions, proposed work, discussed alternatives considered and why the selected alternative was chosen, described environmental effects/benefits, provided a cost estimate of the selected approach, and provided a proposed implementation schedule.

Kimley-Horn is providing construction administration services that include evaluation of the leak detection results, development of the water main rehabilitation program, progress meetings, public involvement assistance, site observations, shop drawing review, contract clarification, pay application review, coordination with the SRF Program, and project close-out. The project construction is substantially complete and will move into the close out phase in the Fall of 2019.

Name of the entity for which the work was performed: North Bay Village

Brief description of the scope of the project: Kimley-Horn provided design, permitting, bid assistance and EOR services for repairing and replacing defective components in the existing distribution system including water main, water service connections, isolation valves, air release valves, and fire hydrants. Kimley-Horn also assisted with obtaining $4.4 million in State Revolving Funds to be used for completion of this project. The project completion is anticipated for September 2019.

Initial construction estimate of project cost (the estimate prior to the bid): $4.4 million

Amount of initial contract award: $3.8 million

Total number of change orders to the contract: None, project was bid with allowances for unanticipated expenses

Total value of change orders for the project: $0

Amount of initial design fees associated with the project: $447,000

Change orders to design contract and dollar value: None

Contact person with the entity, valid current phone number of one that can knowledgeably discuss your firm's role and performance in the project: Jose Olivo, Public Works Director, (P) 305.756.7171

3. North Central Septic to Sewer Conversion, Hollywood, FL

The City of Hollywood proposes to expand its existing sanitary sewage collection system throughout 522+/- acres of the North Central area of the City to provide sanitary sewer service to approximately 1,921 properties currently on septic or on private lift stations. The general project limits are from the Alley south of Polk Street north to Taft Street, between I-95 and S. Dixie Highway. The general scope of services includes basin delineation, sewage flow projections, hydraulic modeling for pipe and pump sizing, design of new pump station and upgrades to existing station, design, preparation of construction documents, regulatory assistance, assistance during the bid and award phase of the construction contract, and limited construction phase services for the following proposed sanitary sewer system expansion improvements within the project limits:

- Approximately 80,000 LF of new gravity sanitary sewer collection mains and manholes within two sanitary basins
- 120-LF trenchless (cased) pipeline installation under CSX right-of-way
- Six-inch minimum diameter sanitary laterals from new mains capped at each front property line
- Upgrades to existing City of Hollywood Sewage Lift Station W-09 to provide sufficient additional capacity to handle projected flows from proposed East Basin
- New sanitary sewage lift station W-25 to handle flows from West Basin
- Approximately 3,200 LF of new force main from Lift Station W-25 and connecting to the existing force main along N. 24th Avenue

Name of the entity for which the work was performed: City of Hollywood

Brief description of the scope of the project: This project involves expanding the City of Hollywood's existing sanitary sewage collection system and will be divided into two sanitary sewer basins—W-09 Basin and W-25 Basin. Kimley-Horn's scope of services includes: basin delineation, sewage flow projections, pipe sizing and hydraulics, design, preparation of construction documents, regulatory assistance, assistance during the bid and award phase of the construction contract, and limited construction phase services.

Initial construction estimate of project cost (the estimate prior to the bid): An Opinion of Probable cost has not been provided to the City of Hollywood for this project.

Amount of initial contract award: The project has not gone out to bid yet as the construction document are currently within 60% - 90% completion.

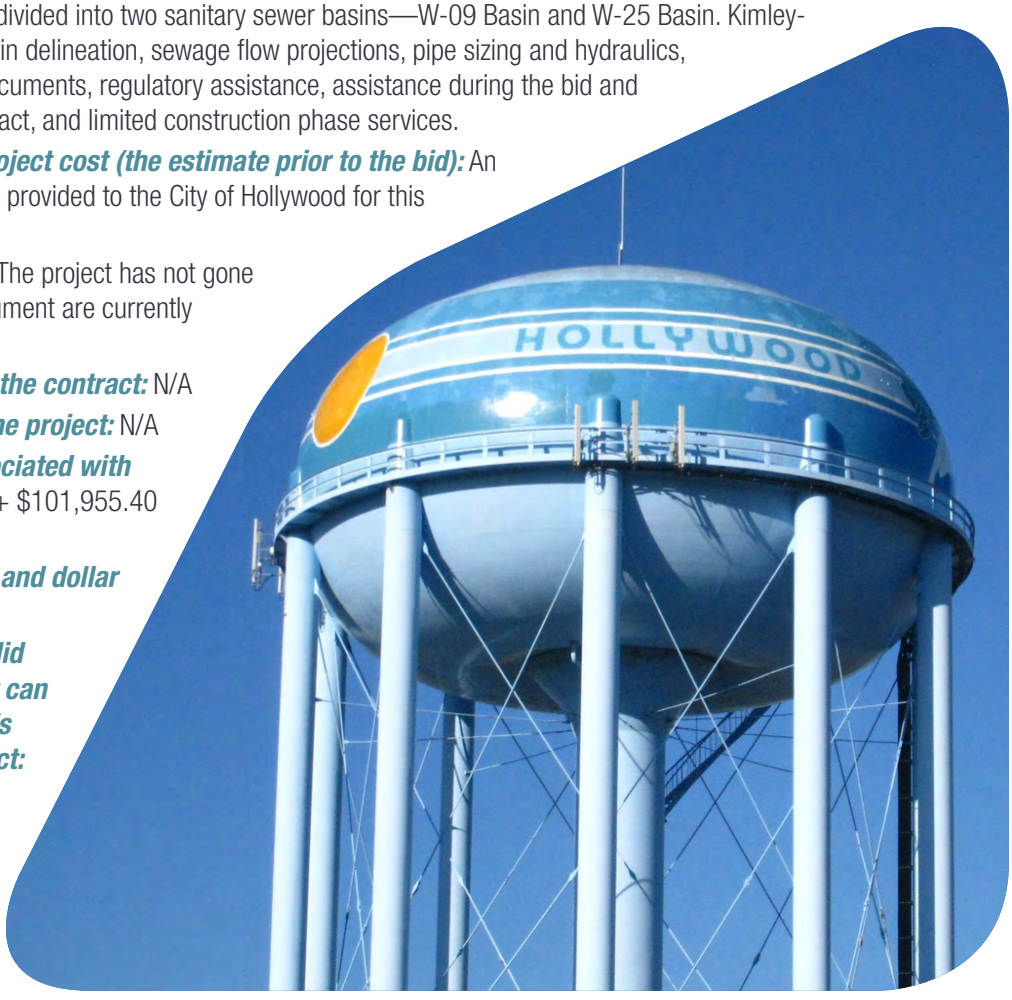
Total number of change orders to the contract: N/A

Total value of change orders for the project: N/A

Amount of initial design fees associated with the project: $788,618.80 (KH fees) + $101,955.40 (subconsultant fees) = $890,574.20

Change orders to design contract and dollar value: None at the moment

Contact person with the entity, valid current phone number of one that can knowledgeably discuss your firm's role and performance in the project:
Clece Aurelus, P.E., Engineering Support Services Manager – ECSD,
(P) 954.921.3930



4. Jupiter Inlet Colony Neighborhood Rehabilitation

Kimley-Horn provided construction management/engineer of record services for the Jupiter Inlet Colony Neighborhood Rehabilitation. The project consisted of a new gravity sewer system and lift station; replacement of existing cement asbestos potable water main; a new stormwater drainage system consisting of 5,500 linear feet of exfiltration trench; and internal roadway reconstruction and offsite roadway entry improvements. This project was a joint project (developed through an Interlocal Agreement) between the Loxahatchee River District (sewer authority), the Village of Tequesta (water utility), and Jupiter Inlet Colony. The project manager for this project was Tom Jensen, P.E.

While working at another firm, Tom originally performed the conceptual design report that outlined the different sewer options, costs and advantages/disadvantages of each option that the residents ultimately decided upon. Tom also was responsible for the complete design, permitting and bidding of the project. Upon joining Kimley-Horn, the three entities referenced above were instrumental in keeping Tom on the project, by entering into an Agreement with Kimley-Horn for Tom to remain with the project as the engineer of record.

During construction, Tom was responsible for acquiring grants from the FDEP and SFWMD totaling $1,400,000, which assisted in offsetting the total assessment amount paid by the residents for these improvements. The $9.4M, 18-month construction project, was completed in June 2018, 75 days ahead of schedule and $600,000 under budget.

Name of the entity for which the work was performed: Jupiter Inlet Colony

Brief description of the scope of the project: A septic to sewer project, including 15,000LF of gravity sewer, lift station, water main replacement, complete roadway rebuild with significant drainage improvements.

Initial construction estimates of project cost (the estimate prior to the bid): $9.1 million

Amount of initial contract award: $9.4 million

Total number of change orders to the contract: 7

Total value of change orders for the project: $201,000 (construction)

Amount of initial design fees associated with the project: $201,000 to construction contract/$50,5000 (design/permit/bid)/$455,000 (construction services)

Change orders to design contract and dollar value: 1/$65,000 (client redesign to change road cross-sections)

Contact person with the entity, valid current phone number of one that can knowledgeably discuss your firm's role and performance in the project: Dr. Daniel J. Comerford, III, Mayor; (P) 561.746.3787, (C) 561.676.4532

5. Clematis Streetscape Improvements, West Palm Beach, FL

Kimley-Horn is providing landscape architecture services as part of the team designing improvements to the 300 block of Clematis Street in downtown West Palm Beach. In partnership with the City, the team conducted public outreach so residents and visitors. After several public input meetings with Clematis Street merchants, other area merchants, stakeholders, residents and visitors, the City Commission voted to implement recommendations from the award-winning design team.

Project highlights include:

- Creating a curbless street that prioritizes the pedestrian
- Narrowing the traffic lanes to slow travel speed for cars
- Adding high-visibility crosswalks and mid-block crossings
- Adding more regularly spaced shade trees
- Widening the sidewalk to allow more walkway space, dining space and furnished seating space
- Reducing parking spaces to make room for "people space"

With this redesign effort, the project will increase the pedestrian space within the right-of-way, provide public places to sit and gather, providing more shade to pedestrians, and to minimize the emphasis on the vehicle by reducing speeds and removing some parking on the street. Construction began June 4, 2018, with an estimated completion in November 2018. Phase two of the project is expected to begin in the summer of 2019.

Name of the entity for which the work was performed: City of West Palm Beach

Brief description of the scope of the project: Kimley-Horn provided design, permitting, bid assistance and EOR services for streetscape improvements to the 300 block of Clematis Street which included paver-covered, curbless streets with paver sidewalks, permeable paver parking spaces, custom-designed seating areas, relocation of water lines as well as drainage improvements. The project completion is anticipated for October 2019.

Initial construction estimate of project cost (the estimate prior to the bid): None, project estimates were completed with contractor to expedite project for construction

Amount of initial contract award: Guaranteed maximum price: $2.3 million

Total number of change orders to the contract: None, CMAR delivery

Total value of change orders for the project: None, CMAR delivery

Amount of initial design fees associated with the project: $278,000 (total, including subs and expenses)

Change orders to design contract and dollar value: $0

Contact person with the entity, valid current phone number of one that can knowledgeably discuss your firm's role and performance in the project: Tinú Peña, MSc. PM, PMP, LEED AP, ENV SP, CIP Manager, (P) 561.494.1051, (C) 305.414.1877

4.3 Financial Stability

Kimley-Horn Financial Statements

The following financial statements of **Kimley-Horn and Associates, Inc.** as of December 31, 2018 and for the year then ended have been reviewed by Cherry Bekaert LLP, and they have issued an Independent Accountant's Review Report thereon. The financial statements have not been audited, as Kimley-Horn is not required to have an audit performed. These financial statements are provided to you for the sole purpose of evaluating Kimley-Horn's financial condition in connection with current and future proposals for services. Any distribution of this information for any other purpose is prohibited.

Kimley-Horn's present financial condition is materially the same as that shown in the attached financial statements.

For any questions regarding financial statements, please contact Lindsey Balltzglier, Controller, at (919) 678-4141.

Note: Given the five-page limit for Section 4.3 – Financial Stability, Kimley-Horn did not provide our complete Financial Statement for Fiscal Years 2018/2017, but will provide it if requested by the City of North Miami Beach.

Cherry Bekaert LLP
CPAs & Advisors

Independent Accountant's Review Report

Board of Directors
Kimley-Horn and Associates, Inc.
Raleigh, North Carolina

We have reviewed the accompanying financial statements of Kimley-Horn and Associates, Inc. (the "Company"), which are comprised of the balance sheets as of December 31, 2018 and 2017, and the related statements of operations, changes in shareholder's equity and other comprehensive income (loss), and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants ("AICPA"). Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Cherry Bekaert LLP

Raleigh, North Carolina
March 18, 2019

KIMLEY-HORN AND ASSOCIATES, INC.
BALANCE SHEETS

DECEMBER 31, 2018 AND 2017
(SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)

	2018	2017
ASSETS		
Current Assets:		
Cash and cash equivalents	$ 26,163,550	$ 25,159,593
Marketable securities, held to maturity, current	72,491,809	29,598,295
Receivable from affiliates	1,013,751	4,893,137
Accounts receivable – trade, net	214,954,151	182,272,964
Costs and estimated earnings in excess of billings on uncompleted contracts	16,652,527	19,556,200
Accounts receivable – other	4,291,426	2,104,120
Notes receivable, net, current	165,618	117,562
Deposits, current	114,435	223,182
Prepaid expenses, current	20,506,163	17,865,759
Income taxes receivable	4,376,054	7,605,161
Total Current Assets	360,729,484	289,395,973
Properties and Equipment:		
Vehicles	216,777	237,067
Office furniture and equipment	64,470,100	59,101,871
Buildings and leasehold improvements	32,933,002	30,003,286
	97,619,879	89,342,224
Less accumulated depreciation	(56,949,809)	(51,253,450)
Net depreciable properties and equipment	40,670,070	38,088,774
Land	6,146,776	6,146,776
Total Properties and Equipment, Net	46,816,846	44,235,550
Other Assets:		
Marketable securities, held to maturity, noncurrent	39,568,052	39,805,620
Notes receivable due after one year, net	585,500	571,918
Deposits, noncurrent	857,592	743,332
Prepaid expenses, noncurrent	284,987	1,990,402
Goodwill, net	259,417	292,417
Other	1,500,756	1,635,307
Total Other Assets	43,056,304	45,038,996
Total Assets	$ 450,602,634	$ 378,670,519

KIMLEY-HORN AND ASSOCIATES, INC.
BALANCE SHEETS (CONTINUED)

DECEMBER 31, 2018 AND 2017
(SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)

	2018	2017
LIABILITIES AND SHAREHOLDER'S EQUITY		
Current Liabilities:		
Accounts payable – trade	$ 47,979,203	$ 44,680,816
Billings in excess of costs and estimated earnings on uncompleted contracts	63,470,221	50,268,024
Accrued salaries and wages	124,518,929	92,898,072
Accrued vacation payable	17,524,312	15,684,372
Accrued retirement plan contributions	59,623,943	53,668,889
Deferred income, current	124,256	124,256
Other current liabilities	79,334	78,646
Total Current Liabilities	313,320,198	257,403,075
Long-Term Liabilities:		
Tax liability due to affiliates	2,417,551	1,631,594
Deferred tax liabilities, noncurrent	3,387,210	5,041,088
Deferred income, noncurrent	1,149,363	1,273,619
Other long-term liabilities	1,055,251	1,205,702
Total Long-Term Liabilities	8,009,375	9,152,003
Total Liabilities	321,329,573	266,555,078
Shareholder's Equity:		
Common stock, stated value of $1.00 per share. Authorized 100,000 shares, issued and outstanding 35,771 shares	35,771	35,771
Paid-in capital	8,798,275	8,798,275
Retained earnings	120,641,494	103,585,503
Accumulated other comprehensive loss	(202,479)	(304,108)
Total Shareholder's Equity	129,273,061	112,115,441
Total Liabilities and Shareholder's Equity	$ 450,602,634	$ 378,670,519

KIMLEY-HORN AND ASSOCIATES, INC.
STATEMENTS OF OPERATIONS

YEARS ENDED DECEMBER 31, 2018 AND 2017
(SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)

	2018	2017
Revenues:		
Gross revenues	$ 907,344,124	$ 806,428,121
Less direct client expenses	200,750,586	197,189,800
Net Professional Fees	706,593,538	609,238,321
Operating Expenses:		
Employee compensation	490,546,964	410,802,210
Payroll overhead expense	130,476,589	122,394,509
Travel expenses	11,668,298	10,531,703
Professional expenses	20,095,447	17,607,132
Office supplies and expenses	10,589,335	9,518,919
Property costs	28,423,544	26,027,952
Telephone expense	3,238,949	3,369,318
General liability insurance	4,140,758	3,830,069
Depreciation and amortization	9,440,391	7,947,189
Legal, accounting, and other professional services	4,454,808	3,942,775
Software costs	8,744,695	7,065,752
Interest expense	3,332	4,114
Provision for uncollectible accounts	805,219	574,394
Less operating expenses included in direct client expenses	(35,694,768)	(31,299,693)
Total Operating Expenses	686,933,561	592,316,343
Earnings from operations	19,659,977	16,921,978
Other income, net	3,419,245	1,980,436
Earnings before income taxes	23,079,222	18,902,414
Income tax expense	6,023,231	2,113,762
Net earnings	$ 17,055,991	$ 16,788,652

The accompanying notes to the financial statements are an integral part of these statements.

Continuing Services Agreement

for Architectural/Engineering, Landscape Architect & Surveying Services **RFQ No. 19-082-MC**

Principal-in-Charge
R. Russell Barnes III, P.E.

Project Manager
Tom Jensen, P.E.

Quality Assurance/Quality Control
Gary Ratay, P.E.

Associate Project Manager
Samantha Graybill, P.E.

Water/Wastewater Engineers
Tom Jensen, P.E.
Juan Jimenez, P.E.
Fannie Howard, P.E.
Samantha Graybill, P.E.
Nick Black, P.E.
Sal Santore
Mike Parsons

Civil/Structural Engineers
Angelina Fairchild, P.E., LEED AP
Jaime Ghitelman, P.E.
Chelsea Marajh, P.E.

Civil/Traffic and Transportation Engineers
Adam Kerr, P.E.
Stephanie Kinlen, P.E.
Eric Regueiro, P.E., ENV SP
Stefano Viola, P.E.
Carlos Florian, P.E.

Environmental Engineers
Tom Fucigna
Tori Bacheler

Groundwater Studies
Jim Andersen, P.G.
JLA Geosciences, Inc.

Geological Services
Hugo Soto, P.E.
Terracon

Landscape Architectural Services
Jonathan Haigh, PLA, ASLA
Steve Feccia, PLA

Leak Detection Services
Marissa Maring, P.E.
Stefano Viola, P.E.

Mechanical, HVAC and Plumbing Engineers
Jason Lee, P.E.
Matt Myres, M.E.

Permit Review
Samantha Graybill, P.E.
Tom Jensen, P.E.
Adam Kerr, P.E.

Planning and Zoning, Code Compliance, and Business Licensing
Adam Kerr, P.E.
Erin Emmons, GISP

GIS Services
Erin Emmons, GISP
Rama Rani, P.G.

Architects
Rolando Sosa
Architectural Studio, Inc.

Electrical Engineers
Aubrey Haudricourt, P.E.
McKim & Creed, Inc.

Surveyors
Mike Avirom, PLS
Avirom & Associates, Inc.

GMOC30039.19

Tom Jensen, P.E.

Project Manager, Water/Wastewater Engineer, Permit Review

RELEVANT EXPERIENCE

Engineering Services Related to Project Management Services, North Miami Beach, FL — Project engineer. Kimley-Horn provided project management services, including monitoring schedules and budgets, completed by other consultants for the City. Projects include: lime feed assessment study, clarifier optimization study, water treatment plant TVSS analysis, master pump station #4 force main design, and Bell Gardens force main design.

Interconnect Improvements Project, North Miami Beach, FL — Project manager. Kimley-Horn was retained to perform engineering design and certification services for upgrades to five of the emergency interconnects between the City of North Miami Beach and the Miami-Dade Water and Sewer Department. This project included piping and appurtenance additions to improve flushing, maintenance, testing and sampling of the interconnects.

Operations Center Piping Modifications, North Miami Beach, FL — Project manager. Kimley-Horn was retained to perform engineering design and certification services for piping modifications at the City's Operation Center which houses an existing 2.0 MGD aboveground storage tank. The modifications focused on improvements to the distribution system pumps via a new recycle line.

Jupiter Inlet Colony Neighborhood Rehabilitation, Jupiter Inlet Colony, FL
Kimley-Horn provided construction management/engineer of record services for the Jupiter Inlet Colony Neighborhood Rehabilitation. Jupiter Inlet Colony converted its existing 241 septic tank systems to a central gravity sanitary sewer system that will be operated by the Loxahatchee River District. This elimination of individual septic tank systems leads to significant reductions in nutrient loadings entering ground water and surface water bodies, providing for a substantial reduction in total nitrogen and total phosphorus. This conversion results in a 100 percent reduction in nitrogen and phosphorus loads from the septic tank systems. Project manager Tom Jensen, P.E. designed all of the new systems, reviewed the bid proposals for the Loxahatchee River District, and supervised the implementation of the construction which finished 68 days ahead of schedule and almost $500,000 below budget. Tom was instrumental in getting two grants from FDEP and SFWMD totaling $800,000, which will assist in offsetting the total assessment amount paid by the residents for these improvements. As a result Jupiter Inlet Colony is releasing 83% less "dirty" water to the surrounding water bodies.

Water Treatment Plant (WTP) Development and Rehabilitation, Wellington, FL
Project engineer for improvements for the Village of Wellington's 11 MGD water treatment plant. Kimley-Horn assumed the role from another consultant to complete improvements, including adding high service pumps, rehabilitating the old HS building, relocating or replacing existing electrical equipment, update the plant-wide SCADA system, replacing trench piping supports, adding a membrane train, re-membraning four existing trains, reconfiguring cleaning headers, providing new bulk and day fuel tanks, updating the sodium hypochlorite system, adding a new fluoride feed system, expanding and upgrading the control room and operator facilities and other services. For each task, we are providing design, permitting, and bidding services and construction.

Special Qualifications

- Senior water resources engineer with 34 years of experience
- Skills include project management, client management, operations/ planning, forecasting/projections, project budgeting, and staff utilization
- Magazine article published in December 2018 by the QC – Quality Cities magazine (a publication of the Florida League of Cities); the article was by Daniel J. Comerford III/Town of Jupiter Inlet Colony and Thomas C. Jensen/Kimley-Horn: "Going Green in Jupiter Inlet Colony: Neighborhood Rehabilitation Project Protects and Preserves

Professional Credentials

- Bachelor, Civil Engineering, University of South Florida
- Professional Engineer in Florida

Professional Affiliations

- American Society of Civil Engineers
- American Water Resources Association
- American Water Works Association
- Florida Engineering Society
- Water Environment Federation

Relevant Experience, continued

General Engineering Consultant Services: Water, Sewer, Reuse, and Stormwater Infrastructure Projects, Hollywood, FL— QA/QC reviewer. Under the City of Hollywood's general engineering consultant contract, Kimley-Horn is providing services for water, sewer, reuse, and stormwater infrastructure projects. These services include projects for the potable water transmission and distribution system, wastewater collection system, reuse distribution system, and stormwater systems. Projects under this contract will include, but not be limited to, the following: evaluation, predesign, design, improvements, permitting, and upgrades for existing and/or proposed sewer lift stations, stormwater pump stations and structures, and pipelines associated with water, reuse, stormwater, and sewer networks. Services for these projects would include, but not be limited to: design, permitting, construction management and administration, and field services.

Miscellaneous Professional Engineering Services, Tequesta, FL — Project manager. Kimley-Horn was retained to perform various professional general civil/engineering services required by the Village. Typical projects include: raw water pipe cleaning, chemical feed system upgrade, stormwater design, SCADA system upgrade, filter plant upgrade, new MCC room, membrane replacement, aluminum covers for chlorine tanks, permitting, and roadway design.

General Professional Engineering Services, Sunrise, FL — Performed client/project management services that included coordination with City in-house project managers, complete design services, permitting services through City Engineering Community Development and several Broward County agencies, along with contract administration/inspection services. Oversaw the following projects: Golf Village Water System Improvements; Floridan Well Raw Water Main and Reuse Main; Town of Davie Emergency Water System Interconnect; East Sunrise Water System Improvements; Nova Drive Water Main and Force Main Replacement; Springtree Wells 10, 11, 12, and 18 Replacement; Flow Delivery System Offsite Improvements; Miscellaneous Emergency Water System Interconnects; Escape/Valencia Water System Improvements; Hiatus Road Water Main Relocations; Springtree Wells 13, 14, 15, and 16 Replacement and Modifications to Wells 2, 7, 8, 17, 19, 20, 21, and 22; and Northwest 20th Court Water Main Replacement.

North Central Septic to Sewer Conversion, Hollywood, FL — QA/QC reviewer. This project involves expanding the City of Hollywood's existing sanitary sewage collection system and will be divided into two sanitary sewer basins—W-09 Basin and W-25 Basin. Kimley-Horn's scope of services includes: basin delineation, sewage flow projections, pipe sizing and hydraulics, design, preparation of construction documents, regulatory assistance, assistance during the bid and award phase of the construction contract, and limited construction phase services.

Miami-Dade 60-inch Force Main SL-3A-2 – SP-1 Transmission Force Main Extension, Phase 2, Miami, FL — Project engineer. Kimley-Horn is responsible for the design of SL-3A.2, the segment of SL-3A from SW 152 Street to SW 176 Street along SW 137th Avenue with an approximate length of 8,000 linear feet. Connection between SL-3A.1 and SL-3A.2 will take place south of the intersection of SW 137 Avenue and 152 Street. Work on the intersection will be by Wade Trim. Connection between SL-3A.2 and SL-2.1 will take place south of the intersection of SW 137 Avenue and 176 Street. Work on the intersection will be done by Kimley-Horn. No other connections to existing or proposed force mains are proposed since this force main will operate as transmission main.

Water Treatment Plant #2 (WTP #2) Evaluation of Existing Treatment Facilities, Palm Beach County, FL— Project engineer. This project involved the future conversion of existing dual-media gravity filters recently completed for Palm Beach County's Water Plant #2 (WTP #2) lime softening plant to calcite contact beds to be used for re-stabilizing nanofiltration permeate which is low in hardness and alkalinity. The approach allowed a significant cost savings in providing a method of stabilizing the permeate water without constructing new facilities.

Wellfield Improvements and Engineering Design Services, Palm Beach County Water Utility Department (PBCWUD), West Palm Beach, FL — Project engineer. As a subconsultant to another firm, Kimley-Horn is developing bidding/design documents for improvements to surficial aquifer production wells throughout the PBCWUD service area. Our services include preparation for and attendance at project meetings; client coordination; well siting; review of past construction information including well videos, construction reports, engineering details, and record drawings; bid packages to include design specifications, project drawings, and opinion of probable cost; permitting; and construction phase services.

Russell Barnes, P.E.

Principal-in-Charge

RELEVANT EXPERIENCE

Kimley-Horn Florida Regional Leader, Statewide, FL — As Kimley-Horn's Florida Regional Leader, responsible for overall regional results in the following areas: quality of all services rendered to clients; quality of personnel; client relations; professional ethics and effective business practices; planning; providing general direction and oversight to development of business, utilization of capital and facilities, and staff utilization.

Town Engineering Services, Miami Lakes, FL — Principal-in-charge who served the Town of Miami Lakes as their initial Town Engineer. Miami Lakes has contracted with our firm to provide all aspects of engineering associated with the Town. Kimley-Horn provided support in a wide range of areas to assess the conditions of the existing infrastructure. Provided Miami Lakes with an assessment of the conditions of the roads, sidewalks, signing, and striping within the Town limits. The recommendations from this assessment included a prioritization of the improvements, along with a five-year capital improvements program (CIP). To facilitate implementing these improvements, we provided construction documents and obtained bids from contractors to implement the projects. Other achievements include obtaining a grant from the Metropolitan Planning Organization to prepare a Transportation Master Plan. This master plan will provide Miami Lakes with recommendations to improve transportation circulation, as well as pedestrian mobility.

Citywide Wastewater Inflow/Infiltration Study and Mitigation Program, Miami Beach, FL — Project manager for the 150-mile citywide sewer evaluation and trenchless method rehabilitation design project. This highly successful program employed a multi-phased approach beginning with broad program development and proceeding with successively narrowing targets of further study, resulting in reconstruction of only those portions of the sanitary system that would provide substantial, cost-effective I/I elimination. The initial study identified 8 MGD of infiltration into the system. Subsequent phases involved identifying the sources of the I/I, designing corrective rehabilitations, and providing oversight of the construction. By working closely with rehabilitation contractors, Kimley-Horn was able to obtain some of the lowest per-unit costs in the country. Also developed the concept and application for a South Florida Water Management District grant for the City of Miami Beach, and have secured $50 million in bond financing. The program was structured so that the savings in treatment costs would fully pay the debt services on the bonds.

Downtown Phase I and II, and Lake Patricia Roadway Drainage Improvement Projects, Miami Lakes, FL — Principal-in-charge. Kimley-Horn was involved with the design and permitting services to implement a large roadway and drainage improvement project located in Downtown Miami Lakes. The project area consisted of Bull Run Road from NW 67th Avenue south to Ludlum Road and Miami Lakeway North from NW 67th Avenue to Miami Lakes Drive. It also included Main Street and Meadow Walk from Bull Run to Miami Lakeway North. The capital project included approximately one mile of roadway restoration/resurfacing and drainage improvements in residential/business areas, curbing and sidewalk improvements, a new outfall pipe, swale restoration, signing and pavement markings, and site restoration. The drainage improvements consisted of approximately 3,000 linear feet of exfiltration trench, approximately 2,500 linear feet of HDPE piping, approximately 40 drainage structures and one outfall structure and

Special Qualifications

- Has 32 years of civil engineering experience
- Municipal engineering experience includes the evaluation of sewer systems and in sewer rehabilitation design
- Civil engineering experience includes transportation, roadway design, sanitary sewer studies and design, corridor location studies, drainage, and intersection design
- Serves numerous South Florida municipalities, including the cities of Miami, Miami Beach, Miami Lakes, South Miami, and the Town of Bay Harbor Islands

Professional Credentials

- Bachelor of Science, Civil Engineering, North Carolina State University
- Professional Engineer in Florida

Professional Affiliations

- American Society of Civil Engineers
- Institute of Transportation Engineers

headwall. Kimley-Horn also provided construction phase services to expedite the project, confirm the project was built in accordance with the design plans, and to minimize impacts to the community during construction.

Miami Lakeway North, Miami Lakes, FL — Project manager. Kimley-Horn developed construction documents for roadway and drainage improvements on Miami Lakeway North in the Town of Miami Lakes. The improvement project included roadway restoration, new curbing, new pavement marking, and new drainage infrastructure from Ludlum Road to the Celebration Point development, and along NW 64th Avenue from Miami Lakeway North to the Biscayne Canal. The drainage design included the necessary stormwater modeling and permitting for a new drainage outfall into the canal. Kimley-Horn provided construction phase services to expedite the project and ensure the project was built in compliance with the plans and specifications. As a result of the design, public involvement with the community, and coordination with the contractor, the construction process was very successful, impacts to the community were minimized, and the project was completed on time and under budget.

General Civil Engineering Consultant, Bay Harbor Islands, FL — Project manager for this general services contract. Recently completed the master plan for a community enhancement program that includes roadway, streetscape, drainage, utility undergrounding, and beautification. Construction documents are currently being prepared for the community enhancements. Additional projects that are currently under construction, or have recently been constructed, are two passive parks and a roadway beautification project. Half of the cost of these projects was funded by a grant obtained with Kimley-Horn's assistance.

General Consulting Services, Palmetto Bay, FL — Principal-in-charge for the development of a Stormwater Master Plan for the Village of Palmetto Bay to address flood protection activities for its residents, as well as protecting the environmental quality of its many canals. Also developed a Stormwater Management Report to assist the Village in creating a stormwater utility. The project tasks primarily consisted of data compilation, development of a Stormwater Master Plan, development of a Stormwater Management Report, and assisting the Village in joining the National Flood Insurance Program (NFIP).

Resorts World Miami, Miami, FL — Principal-in-charge. Resorts World Miami is an urban mixed-use development with multiple towers and underground parking. Kimley-Horn is providing a full array of consulting services for this project which includes preliminary entitlements, environmental remediation, utility master planning, platting, parking analysis, roadway design, and transportation and traffic services.

Brickell City Centre, Miami, FL — Principal-in-charge. Located at the core of the city's financial district, Brickell City Centre is a nine-acre mixed-use development—and one of the largest active projects in the City of Miami today. The site comprises approximately three city blocks. At completion, this $1.05 billion project will include 2.9 million square feet of retail, office, residential, and entertainment space. The parking demand for this proposed development will be satisfied by the construction of a two-level subterranean parking garage, which will extend beneath the right-of-way for full connectivity between the three blocks. This LEED® Neighborhood Certified project also will include sustainable elements such as a climate ribbon, green roofs, and cisterns for irrigation use. As the engineer of record, Kimley-Horn is providing an array of civil engineering, transportation planning, and traffic engineering services. The scope of work includes design, permitting, and construction administration for the installation of more than of 7,000 linear feet of new water and sewer utilities within an extremely congested utility corridor; full roadway reconstruction including drainage improvements; traffic signalization; and onsite stormwater management.

Dr. Martin Luther King, Jr. (MLK) Boulevard Beautification Master Plan and Façade Design Standards, Miami, FL — Project manager. This project included developing a two-part master plan for the MLK Boulevard corridor within the City of Miami. The first part of the master plan involved developing beautification standards for right-of-way elements along the corridor. The second part of the master plan included developing specific façade improvement standards for existing and future buildings along the corridor. The overall goal is to enhance the physical appearance, retail potential and cultural character of the corridor to create a higher degree of living standard and economic vitality in the neighborhood. The project included a heavy emphasis on public involvement and participation.

Gary R. Ratay, P.E.

Quality Assurance/Quality Control

RELEVANT EXPERIENCE

Continuing Professional A&E Services, North Miami, FL— Project manager for the Kimley-Horn team that was selected in 2012 to provide professional services on a variety of municipal projects for the City of North Miami. The contract includes engineering services for civil/environmental, planning and urban design, traffic engineering, transportation consulting, and water resources/water supply. Our services to-date include the design of force main transmission piping and an Advanced Metering Infrastructure (AMI) Program.

Water Main Rehabilitation Program, North Bay Village, FL — Project manager. The project included developing bid documents for the rehabilitation of the Village's complete water distribution system. The project objective was to determine water leak locations throughout the water distribution system by means of an electronic leak detection process. The bid documents included the leak detection process requirements performed by the Contractor, and the water main rehabilitation program was then developed based on those results. The project also included repairing and replacing defective components of the water distribution system, including the water main, water service connections, isolation valves, air release valves, and fire hydrants. Kimley-Horn also assisted the Village with obtaining $4.4 million of funding through the State Revolving Fund (SRF) Program by developing a Facilities Plan based on Section 62-503-700(2) of the Florida Administrative Code (FAC). The Facilities Plan documented existing conditions, proposed work, discussed alternatives considered and why the selected alternative was chosen, described environmental effects/benefits, provided a cost estimate of the selected approach, and provided a proposed implementation schedule.

Water Meter Replacement Program, North Bay Village, FL— Project manager. The project included development of bid documents to replace all of the Village's existing water meters with new solid-state water meters and to implement and optimize a mobile-based advanced metering infrastructure (AMI) and water loss management system to read meters in an automated and cost-effective manner and to reduce the Village's unaccounted for and non-revenue water. The project also included developing the water meter replacement program, field coordination of existing meters for replacement, furnishing and installing the AMI system software, hardware, automated billing coordination, and providing training and installation support. In addition, the project also included repairing and replacing defective components such as water service connections and water meter boxes.

10-inch to 16-inch Force Main Rehabilitation (NE 131st Street and NW 2nd Avenue), North Miami, FL — Project manager. Kimley-Horn provided professional engineering services associated with upgrading force main transmission piping along NE 131st Street from NE 12th Avenue to NE 8th Avenue and along NW 2nd Avenue between NW 135th Street and NW 131st Street.

Continuing Engineering Services, Miramar, FL — Principal-in-charge for Kimley-Horn's general civil engineering, traffic engineering, landscape architecture and park design consulting services to the City of Miramar on an ongoing basis. Areas of assistance include review of traffic impact analyses and parking studies specific to development applications, park design services for the Police Benevolent Association Civic Center Park Expansion, reclaimed water line design, water main design, and site

Special Qualifications

- Has 33 years of civil engineering experience with particular expertise in general municipal engineering, stormwater management, project permitting, and construction phase services
- Principal areas of practice include water distribution, wastewater collection, force main and associated pump station design, water treatment plant design, well pump design and site piping, and feasibility and engineering reports
- Has State Revolving Fund (SRF) loan experience

Professional Credentials

- Bachelor of Science, Mechanical Engineering, University of Florida
- Professional Engineer in Florida

Professional Affiliations

- Florida Engineering Society
- National Society of Professional Engineers

civil engineering. Additional services include involvement as a member of the City of Miramar's land development staff to provide traffic and transportation input to the Planning and Zoning Board and the City Commission for traffic operation issues and proposed development site plans.

Sanitary Sewer GIS Data Conversion, North Bay Village, FL — Project manager for the work associated with digitizing the existing North Bay Village sanitary system as-builts in a GIS format required by the Miami-Dade County (MDC) Code, enforced by DERM, and specified by the Miami-Dade Water and Sewer Department ("MDWASD"). Work included the conversion of available electronic CAD files and existing as-builts provided by the Village of the North Bay Village sanitary sewer into GIS. Attribute information was updated using updated survey data and detailed as-builts.

Continuing Stormwater Services, Cutler Bay, FL — Project manager for the creation of a stormwater master plan for Cutler Bay to address flood protection activities for its residents and protect the environmental quality of its canals. The project tasks included compiling data, developing a stormwater master plan, developing a stormwater management report, and assisting Cutler Bay in joining the National Flood Insurance Program (NFIP) so that federally-funded flood insurance is available to the community. Specific projects have included drainage improvement projects for Cutler Ridge Elementary School and Saga Bay.

General Civil Engineering Consultant, Briny Breezes, FL — Project team member assisting the Town of Briny Breezes under a general consulting agreement since 1993. Provided a variety of services, including stormwater master planning and improvements on Bay Drive, traffic studies, lift station rehabilitation, and rehabilitation of the sanitary sewer inflow and infiltration

Force Main Rehabilitation Design Criteria Package, North Bay Village, FL — Project manager. Based on an approved force main route evaluation report, Kimley-Horn developed a Design Criteria Package (DCP) for the City's force main rehabilitation program. The DCP was used to select a design-build team for construction of the City's new force main system. The DCP included schematic design drawings for the remaining open-cut force main route, hydraulic modeling of the main wastewater pump station and force main system, design plans for environmental permitting, design criteria for construct of the project, documents to address land ownership issues, design-build contracts or "front end" documents, and associated opinions of probable construction costs. The DCP also included field survey, environmental survey, geotechnical analysis, extensive utility data collection, stakeholder coordination, and governmental coordination, including a wastewater agreement with the Miami-Dade Water and Sewer Department. The DCP was submitted to the State of Florida and approved for both American Recovery and Reinvestment Act funding and State Revolving Loan dollars.

Wastewater Pump Station Rehabilitation, North Bay Village, FL — Project manager for development of design, permitting, and construction phase services for the rehabilitation of the City's main wastewater pump station. The project included analyzing the existing pumping and control equipment to evaluate present operating parameters and to develop a rehabilitation approach to increase system efficiency, reduce system maintenance, and provide a reliable, redundant pump station to better serve the City. Existing shaft driven wastewater pumps were converted to submersible pumps for use in a dry pit area and the complete control system was upgraded including a new Citywide SCADA system. The design approach required construction coordination and planning to keep the existing station in service during the rehabilitation and service upgrade process. Also assisted the City with collecting the ARRA funding and $1 million through a State Revolving Fund (SRF) Loan for the balance of the $4.5-million improvement.

Utility Relocations on 79th Street Causeway Eastern Bridge, North Bay Village, FL — Project manager. Kimley-Horn provides general engineering services for the City of North Bay Village on an ongoing basis. One project involved utility relocations on the 79th Street Causeway Eastern Bridge. Based on a bridge rehabilitation project performed by the Florida Department of Transportation (FDOT), Kimley-Horn developed construction documents to relocate an existing 10-inch water main and an existing 8-inch force main on a 79th Street causeway. The scope of services included the development of the construction plans, technical specifications, contract documents, utility coordination, permitting, opinions of probable construction cost, bidding assistance, and construction phase services. The project required close coordination with FDOT during design and was completed successfully on a compressed schedule as to not impact the FDOT bridge rehabilitation program.

Juan Jimenez, P.E.

Water/Wastewater Engineer

RELEVANT EXPERIENCE

Continuing Services Contract for Utilities and Infrastructure, Hollywood, FL
Project manager. Kimley-Horn has been serving the City of Hollywood since 2011 on a variety of utility and infrastructure projects including: South Park Road 16-inch Force Main Upgrade; Water Main Replacement Program 11-5110 – Hollywood Blvd. to Pembroke Road, I-95 to S. 26th Avenue; Water Main Replacement Program 12-5114 – Hollywood Blvd. to Pembroke Road, S. 26th Avenue to S. Dixie Highway; and 6-inch to 16-inch Water Main Replacement Program 14-5122 – Hollywood Blvd. to Moffett Street, U.S.1 to Intracoastal Waterway (Phase III). Kimley-Horn's services include design and preparation of construction documents, regulatory assistance, assistance with bid and award of the construction contract, and construction administration services.

General Engineering Consultant Services: Water, Sewer, Reuse, and Stormwater Infrastructure Projects, Hollywood, FL — Project manager. Under the City of Hollywood's general engineering consultant contract, Kimley-Horn is providing services for water, sewer, reuse, and stormwater infrastructure projects. These services include projects for the potable water transmission and distribution system, wastewater collection system, reuse distribution system, and stormwater systems. Projects under this contract will include, but not be limited to, the following: evaluation, predesign, design, improvements, permitting, and upgrades for existing and/or proposed sewer lift stations, stormwater pump stations and structures, and pipelines associated with water, reuse, stormwater, and sewer networks. Services for these projects would include, but not be limited to: design, permitting, construction management and administration, and field services.

Miami-Dade Water and Sewer District (MDWASD) Water Distribution and Sanitary Sewage Collection Improvements from NW 41st Street to NW 51st Street, between NW 35th Avenue and NW 36th Avenue, Miami-Dade County, FL — Project manager for the design and installation of 7,000± linear feet of 12-inch diameter water mains, 8,000± linear feet of 8-inch sewer mains and service connections in order to sustain present and future economic redevelopment within a 70± acre, mostly-industrial area of Miami-Dade County. Services included planning, hydraulic modeling, analysis and design, stakeholder coordination and public involvement, permitting, assistance during bid and award, and construction phase services. Many properties in the project area are on private water wells and septic systems, and others are served by the neighboring City of Hialeah. The plans included a sequence to transfer those connections from Hialeah to Miami-Dade County without service interruptions.

Miami-Dade Water and Sewer District (MDWASD) 12-inch Diameter Water Main and 8-inch Gravity Sewer Main Improvements Between NW 52nd Street- 41st Street and NW 36th-35th Avenue, Miami-Dade County, FL — Project manager. This project is part of the MDWASD's "Needs Assessment Program" (NAP) and consists of implementing water and sewer infrastructure upgrades for a 70+ acre area within Miami-Dade County. The scope of services includes hydraulic modeling, environmental assessment, infrastructure design, public information and stakeholder coordination services, permitting, assistance with right-of-way/easement acquisition, assistance during bidding and award of the construction contract, and construction phase services. The scope required extensive coordination and communication with local property owners and tenants to locate private water supply wells and septic systems and identify where

Special Qualifications

- Has 25 years of diverse engineering and project management experience
- Areas of expertise include water supply and distribution, wastewater collection and transmission, stormwater management, roadway, general civil engineering, and land development
- Experienced in the preparation of permit documents, bid/contract documents and specifications, work schedules, and opinions of construction costs
- Experienced in the use of AutoCAD software, WaterCAD hydraulic modeling software, Microsoft Project scheduling software, and flood routing software published by the Florida Department of Transportation (FDOT) and the South Florida Water Management District (SFWMD)

Professional Credentials

- Bachelor of Science, Civil Engineering, Florida International University
- Professional Engineer in Florida

Professional Affiliations

- American Society of Civil Engineers
- Florida Engineering Society
- National Society of Professional Engineers

new service connections are required. These badly needed infrastructure improvements are being provided to sustain future economic redevelopment within the area: infrastructure design, public information and stakeholder coordination services, permitting, assistance with right-of-way/easement acquisition, assistance during bidding and award of the construction contract, and construction phase services. The scope required extensive coordination and communication with local property owners and tenants to locate private water supply wells and septic systems and identify where new service connections are required. These badly needed infrastructure improvements are being provided to sustain future economic redevelopment within the area.

Biscayne Boulevard Parallel 36-Inch Force Main, Miami, FL — Project engineer for the design and permitting of approximately 20,000 linear feet of 36-inch ductile iron force main in the cities of North Miami and North Miami Beach, Florida. This force main will serve as backup to the existing 30-inch and 20-inch force mains running along West Dixie Highway. Kimley-Horn's design provided for a redundant connection between Pump Station 423 (Discharge Point) and the existing 72-inch PCCP force main located near the intersection of NE 19th Place and NE 159th Street. Kimley-Horn also designed a subaqueous canal crossing across Snake Creek Canal as part of this project.

Miami-Dade Water and Sewer Department (MDWASD), 72-inch Raw Water Main Design, Miami-Dade County, FL — Project manager. Kimley-Horn was responsible for the design of approximately 8,800 feet of 72-inch raw water pipeline through a heavily urbanized section of the City. The project included the implementation of a trenchless technology (micro-tunneling) for approximately 1,300 feet under two major canals and a major railroad switch yard.

Miami-Dade Water and Sewer Department (MDWASD) 60-inch Force Main SL-3A-2 - SP-1 Transmission Force Main Extension, Phase 2, Miami, FL — Project engineer. Kimley-Horn is responsible for the design of SL-3A.2, the segment of SL-3A from SW 152 Street to SW 176 Street along SW 137th Avenue with an approximate length of 8,000 linear feet. Connection between SL-3A.1 and SL-3A.2 will take place south of the intersection of SW 137 Avenue and 152 Street. Work on the intersection will be by Wade Trim. Connection between SL-3A.2 and SL-2.1 will take place south of the intersection of SW 137 Avenue and 176 Street. Work on the intersection will be done by Kimley-Horn. No other connections to existing or proposed force mains are proposed since this force main will operate as transmission main.

NW 37 Avenue Water and Sewer Improvements, Miami-Dade County, FL — Project manager. This project is part of the Miami-Dade Water and Sewer Department's (MDWASD) "Needs Assessment Program" (NAP). It consisted of the preparation of a technical memorandum to evaluate alternatives and recommend improvements within a 2,000-acre area of unincorporated Miami-Dade County that had little or no existing water and sewer infrastructure. Improvements were necessary to expand the capacity of the existing system and sustain future economic redevelopment within the area. Additionally, though the project area is within unincorporated Miami-Dade County, portions of it receive water service via water mains owned and operated by the adjacent City of Hialeah. Part of our services included developing a plan to disconnect services from the City of Hialeah and reconnect them to the County's water distribution system.

North Central Septic to Sewer Conversion, Hollywood, FL — Project manager. This project involves expanding the City of Hollywood's existing sanitary sewage collection system and will be divided into two sanitary sewer basins—W-09 Basin and W-25 Basin. Kimley-Horn's scope of services includes: basin delineation, sewage flow projections, pipe sizing and hydraulics, design, preparation of construction documents, regulatory assistance, assistance during the bid and award phase of the construction contract, and limited construction phase services.

Water Main Replacement Program, Hollywood, FL — Since 2009, Juan has been serving as project manager for the City of Hollywood's Citywide Water Main Replacement Program. To date the project has included the replacement of over 77 miles of existing aging and undersized water mains up to 16-inch diameter in order to increase flow capacity within residential and commercial areas of the City of Hollywood, FL. The project also includes replacement of existing fire hydrants and service connections, and addition of new hydrants and services where needed to meet water service and fire protection requirements. The installations occurred within three major roadway jurisdictions: the City of Hollywood, Broward County, and Florida Department of Transportation (FDOT) District 4.

Fannie Howard, P.E.

Water/Wastewater Engineer

RELEVANT EXPERIENCE

Continuing Consulting Services, Palm Beach, FL — Project engineer for Kimley-Horn's on-call and project related services to the Town of Palm Beach in the areas of waste water collection and transmission, stormwater pumping, stormwater collection, roadway improvements, water main improvement, marine facilities, parks and recreation, and future water supply. These services include project development, preparation of construction document, reports, and studies.

Palm Beach County Water Utilities Department (PBCWUD) Water Treatment Plant #11, Palm Beach County, FL — Project engineer. Kimley-Horn helped to restore plant capacity and greatly improve operations at the 10-MGD Lake Region Reverse Osmosis (RO) Water Treatment Plant (WTP). The facility had struggled with a rapid decline in raw water quality. Kimley-Horn was instrumental in helping restore plant capacity through enhancements to the WTP and operational improvements. Services includes the design of energy recovery improvements to the RO system and several operational changes to optimize system recovery. Enhancements to the SCADA system were also implemented, which allowed the automatic download of operating data to their normalization program, greatly reducing staff time needed to manage operating data. With these improvements, Kimley-Horn was able to eliminate the nearly 30% reduction in capacity the plant had experienced.

A-7 Inline Booster Pump Station (20-inch and 24-inch force mains), Palm Beach, FL — Project engineer. Provided design services for this sanitary sewer inline booster station which will allow the Town of Palm Beach to discontinue pumping wastewater through a neighboring municipality's force main system to reach the ECR Treatment Plant. The design included influent and effluent force main modifications, construction of three new VFD driven centrifugal wastewater pumps within the dry pit of an existing master lift station, installation of a new emergency generator, and various other station mechanical and electrical improvements. The replacement of an existing piston style compressor system with a new rotary screw compressor system was also designed to continue providing pressurized air to a network of satellite ejector and expelsor style lift stations.

S-2 Master Sanitary Inline Booster Station, Palm Beach, FL — Project engineer for the design, permitting, bidding, and construction phase services for the conversion of the Town's largest sanitary repump station from a traditional wetwell style station to an inline booster style station. The design included influent and effluent force main modifications; construction of five new VFD driven centrifugal wastewater pumps within a converted wetwell of an existing master lift station; installation of a new emergency generator; and various other station structural, mechanical, and electrical improvements.

Force Main System Evaluation, Palm Beach, FL — Provided hydraulic modeling. This is a project under the Town of Palm Beach's continuing consulting services contract. Kimley-Horn is developing a system-wide force main model for the Town to evaluate the improvements necessary to determine the appropriate force main sizes and station upgrades necessary to abandon the practice of pumping wastewater through the City of Lake Worth forcemain system. This analysis includes additional flows from Manalapan and South Palm Beach and will ultimately lay the groundwork for the system

Special Qualifications

- Project engineer with 16 years of experience involved with utility projects throughout southeast Florida
- Hydraulic modeling, water distribution, wastewater collection, and piping system modeling and analysis experience
- Has provided analysis of hydraulic models for potable water, wastewater, and reclaimed water collection and distribution systems
- Proficient with ICPR, GIS, WaterGems, WaterCAD, and Hydranautics (IMS design software programs)

Professional Credentials

- Master of Science, Environmental Engineering, University of South Florida
- Bachelor of Science, Chemical Engineering, University of Florida
- Professional Engineer in Florida

Professional Affiliations

- Florida Engineering Society

improvements required to allow flows to travel to the East Central Regional Water Reclamation Facility through only the force main shared by the Town and the City of West Palm Beach.

Lift Station 23 Rehabilitation, West Palm Beach, FL — Project engineer for the design of the rehabilitation improvements to this wastewater pumping station located in Currie Park. This project includes replacement of three existing 2,000 gpm pumps with VFD driven electric submersible pumps in a dry pit installation, wetwell rehabilitation, expansion of the existing electrical building, upgrading the existing FPL service from 240V to 480V service, installation of an electric pump hoist, new ventilation system, and other associated improvements.

North Flagler Drive, 23rd Street, and Currie Park Force Main Improvement Project, West Palm Beach, FL — Served as project engineer for the design and project manager/engineer-of-record for the construction phase for the Town of Palm Beach for force main improvements on the Town's system within the City of West Palm Beach limits. These improvements included 4,800 LF of 24-inch PVC force main on North Flagler Drive, 560 LF of new 30-inch DIP force main, three repair segments totaling 900 LF of replacement 30-inch force main, and new flowmeter to monitors sewage flows from the Town system into the City system. A field investigation and condition assessment of the Town's force main within City limits was performed as part of this project to determine the required repair limits.

Par 3 Golf Course Reverse Osmosis (RO) Irrigation Quality (IQ) Water Plant, Palm Beach, FL — Kimley-Horn provided engineering services to the Town of Palm Beach for a reverse osmosis water treatment system intended to provide irrigation water to the Town's renovated Par 3 golf course. These services included preparation of a preliminary design report which identified options, features, and sizing of the proposed water treatment system. This report allowed the Town to participate in selecting the features most beneficial to the intended use of this facility. The ultimate design was approximately 250,000 gallons per day, but allowed the opportunity to expand the treatment capacity in the future. A unique feature of this project was the relatively simplistic approach to automation and controls of the treatment system since its function was to produce irrigation water and not drinking water. The project included a Floridian Aquifer supply well and a substantial concrete block building to house the equipment. The RO system design was specifically selected to minimize addition of pretreatment chemicals in keeping with the simplified operating approach to this project.

15.0-MGD Nanofiltration Water Treatment Plant (WTP) Construction Phase Services, Jupiter, FL — Project engineer during the construction phase of this $37-million-dollar plant in the Town of Jupiter. Kimley-Horn developed a unique teaming approach with the Town during construction that has allowed the Town staff to be very involved throughout the process. This has allowed the Town to save a significant amount of money by reducing the amount of consultant fees that would normally be expected on a project of this magnitude.

Wellfield Improvements and Engineering Design Services, Palm Beach County Water Utility Department (PBCWUD), West Palm Beach, FL — Project engineer. As a subconsultant to another firm, Kimley-Horn is developing bidding/design documents for improvements to surficial aquifer production wells throughout the PBCWUD service area. Our services include preparation for and attendance at project meetings; client coordination; well siting; review of past construction information including well videos, construction reports, engineering details, and record drawings; bid packages to include design specifications, project drawings, and opinion of probable cost; permitting; and construction phase services. WaterGEMS is being used to model the system and provides the Town the added benefit of being able to import the model graphics into the Town's existing GIS database.

Indian River County Utilities Membrane Replacement and Water Treatment Plant (WTP) Improvements, Fort Pierce, FL
Project engineer. Kimley-Horn is providing technical support and oversight of membrane replacement and improvements to IRCU's North Hobart membrane treatment plant. Several of the membranes have lost their useful life and IRCU chose our team to oversee membrane replacement and explore methods of improving efficiency and water quality. Our team is working on reviewing membrane replacement options which will reduce fouling potential, improve water quality, and increase recovery while lowering overall operating costs. A significant amount of raw water bypass is used, which has contributed to an increase in disinfection byproducts. Through better membrane selection, our intent is to improve overall finish water quality without requiring major equipment changes and an increase in overall operating costs.

Samantha Graybill, P.E.

Associate Project Manager, Water/Wastewater Engineer, Permit Review

RELEVANT EXPERIENCE

Engineering Services Related to Project Management Services, North Miami Beach, FL — Project engineer. Kimley-Horn provided project management services, including monitoring schedules and budgets, completed by other consultants for the City. Projects include: lime feed assessment study, clarifier optimization study, water treatment plant TVSS analysis, master pump station #4 force main design, and Bell Gardens force main design.

Interconnect Improvements Project, North Miami Beach, FL — Project engineer. Kimley-Horn was retained to perform engineering design and certification services for upgrades to five of the emergency interconnects between the City of North Miami Beach and the Miami-Dade Water and Sewer Department. This project included piping and appurtenance additions to improve flushing, maintenance, testing and sampling of the interconnects.

Operations Center Piping Modifications, North Miami Beach, FL — Project engineer. Kimley-Horn was retained to perform engineering design and certification services for piping modifications at the City's Operation Center which houses an existing 2.0 MGD aboveground storage tank. The modifications focused on improvements to the distribution system pumps via a new recycle line.

Miscellaneous Professional Engineering Services, Tequesta, FL — Project engineer. Kimley-Horn was retained to perform various professional general civil/engineering services required by the Village. Typical projects include: raw water pipe cleaning, chemical feed system upgrade, stormwater design, SCADA system upgrade, filter plant upgrade, new MCC room, membrane replacement, aluminum covers for chlorine tanks, permitting, and roadway design.

NW 20th Court Sewer Improvements, Sunrise, FL — Completed design of replacement sanitary sewer along NW 20th Court adjacent to the neighborhood of Golf Village in Sunrise, Florida. New sanitary sewer was designed around existing utilities. Project deliverables included bid plans and specifications as well as approvals with all appropriate agencies in Broward County.

Jupiter Inlet Colony Neighborhood Rehabilitation, Jupiter Inlet Colony, FL Project engineer. Kimley-Horn provided construction management/engineer of record services for the Jupiter Inlet Colony Neighborhood Rehabilitation. The project consisted of a new gravity sewer system and lift station; replacement of existing cement asbestos potable water main; a new stormwater drainage system consisting of 5,500 linear feet of exfiltration trench; and roadway reconstruction. This project was a joint project (developed through an Interlocal Agreement) between the Loxahatchee River District (sewer authority), the Village of Tequesta (water utility), and Jupiter Inlet Colony.

Water Treatment Plant #11 (WTP #11) Production Well (PW-11) Well and Wellhead Project, Palm Beach County, FL — Project engineer. This project is part of Kimley-Horn's general water treatment plant engineering services contract. Kimley-Horn and JLA Geosciences were retained to provide design, permitting, bidding and construction services for the installation of a new Floridan production well. Coordination was also required with other subconsultants to provide electrical and instrumentation and controls design for the well.

Special Qualifications

- Water Resources Engineer with 8 yrs of experience
- Skills include hydraulic modeling, analysis and design; master planning; inspections; permitting; design and construction of water, sewer, and stormwater utility systems and components and water treatment design and rehabilitation
- Qualified Stormwater Management Inspector
- Knowledge of InfoWorks WS v13 and WaterGEMS modeling software

Professional Credentials

- Bachelor of Science, Civil Engineering, Florida Atlantic University
- Florida Department of Environmental Protection (FDEP) Stormwater Erosion and Sedimentation Control Course
- Professional Engineer in Florida

Relevant Experience, continued

Water Treatment Plant #11 (WTP #11) Production Well (PW-11) Raw Water Main Project, Palm Beach County, FL — Project engineer. This project is part of Kimley-Horn's general water treatment plant engineering services contract. Kimley-Horn was retained to provide design, permitting, bidding and construction services for the installation of a new raw water main. This design included a 16" HDPE raw water main to connect the new PW-11 well to the adjacent existing water treatment plant. Special considerations were made with regards to the avoidance of all existing treatment plant pipelines and services.

Civil Engineering Review and Permitting Services, Town Of Palm Beach, FL — Project engineer. Kimley-Horn was retained to assist the Town's Planning, Zoning and Building Department in reviewing permit applications upon submittal. This project has included technical reviews of the permit packages with comparison to current building codes and Town ordinances with coordination with applicants on behalf of the Town.

Water Treatment Plant #3 (WTP #3) Membrane Replacement Pilot Study, Palm Beach County, FL — Project engineer. This project is part of Kimley-Horn's general water treatment plant engineering services contract. Kimley-Horn was retained by Palm Beach County Water Utilities Department to conduct a pilot study comparing three different membranes for Water Treatment Plant No. 3. The membrane comparison is for pressure, flux, fouling characteristics, and the ability to clean the membrane elements. The pilot study will also consider post permeate mineralization and use of Floridan Aquifer water to supplement the plants raw water supply. Two phases of pilot testing were conducted and reports with recommendations were submitted.

Lake Worth Neighborhood Road Program, District 3, Year 2 Project, Lake Worth, FL — Project engineer. Kimley-Horn was retained to provide design, permitting and bidding services for roadway reconstruction and utility improvements. The utility improvements completed included installation of 2,000 LF of 8" water main and 2,300 LF of 6" water main to improve fire flow and close system loops, relocation of existing residential water mains and services from the rear of the property and fire hydrant improvements. Special consideration was made to avoid existing residential sanitary laterals and restore private property to the satisfaction of the City and private property owners.

Lake Worth Neighborhood Road Program, District 3, Year 3 Project, Lake Worth, FL — Project engineer. Kimley-Horn was retained to provide design, permitting and bidding services for roadway reconstruction and utility improvements. The utility improvements completed included installation of 460 LF of 6" water main to improve fire flow and close system loops, relocation of existing residential water mains and services from the rear of the property and fire hydrant improvements. This effort also included drainage and outfall improvements to improve water quality in the Lake Worth Lagoon. Special consideration was made to avoid existing residential sanitary laterals and restore private property to the satisfaction of the City and private property owners.

Nick Black, P.E.

Water/Wastewater Engineer

RELEVANT EXPERIENCE

Water Treatment Plant #2 (WTP #2) Evaluation of Existing Treatment Facilities, Palm Beach County, FL — Project analyst. This project involved the future conversion of existing dual-media gravity filters recently completed for Palm Beach County's Water Plant #2 (WTP #2) lime softening plant to calcite contact beds to be used for re-stabilizing nanofiltration permeate which is low in hardness and alkalinity. The approach allowed a significant cost savings in providing a method of stabilizing the permeate water without constructing new facilities.

Water Treatment Plant #8 (WTP #8) Wellfield Condition Assessment, West Palm Beach, FL — Project analyst for the Kimley-Horn team that provided professional engineering services for the wellfield condition assessment of WTP No. 8 in Palm Beach County. Tasks included wellfield testing and evaluation, pump/motor evaluation, and wellfield condition assessment report.

Water Treatment Plant #11 (WTP #11) Operational Improvements, Palm Beach County, FL — Project analyst. Kimley-Horn helped to restore plant capacity and greatly improve operations at the 10-MGD Lake Region Reverse Osmosis (RO) Water Treatment Plant (WTP). The facility had struggled with a rapid decline in raw water quality. Kimley-Horn was instrumental in helping restore plant capacity through enhancements to the WTP and operational improvements. Services includes the design of energy recovery improvements to the RO system and several operational changes to optimize system recovery. Enhancements to the SCADA system were also implemented, which allowed the automatic download of operating data to their normalization program, greatly reducing staff time needed to manage operating data. With these improvements, Kimley-Horn was able to eliminate the nearly 30% reduction in capacity the plant had experienced.

General Water Treatment Plant Engineering Services, Palm Beach County, FL
Project analyst. Kimley-Horn is performing general water plant engineering services on an as-requested basis. Services may include: preparation of drawings and specifications; assistance with the preparation of design-build criteria and studies; review of water plant performance and reports; site visits; and evaluation of plant operations and treatment efficiency.

Lead and Copper Corrosion Study Water Treatment Plants (WTPs) 2 3, 8, and 9, Palm Beach County, FL — Project analyst. This project is part of Kimley-Horn's general water treatment plant engineering services contract. Kimley-Horn was retained by Palm Beach County Water Utilities Department to conduct a lead and copper corrosion study for Water Treatment Plants #2, #3, #8, #9, and #11. The results of this study provided a baseline for future plant improvements for water quality.

BioWin Modeling of Existing Wastewater Treatment Process, Stuart, FL — Project analyst for the creation of hydraulic and biological process models of the 4.0-MGD wastewater treatment plant. Kimley-Horn conducted a detailed evaluation of the hydraulic and biological process performance. The evaluation included collection and analysis of plant operational data, as well as developing a biological process model using BioWin to evaluate the existing facilities. Kimley-Horn also provided process modeling summary and recommendations.

Special Qualifications

- Six years of experience as a civil analyst
- Software experience includes AutoCAD Civil 3D; Hydranautics; IMSDesign; ROSA9,
- Membrane Projections; and RS Means, Cost Works

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Central Florida
- Bachelor of Science, Environmental Engineering, University of Central Florida
- National Safety Council, FirstAid/CPR/AED Certified
- Professional Engineering in Florida and North Carolina

Professional Affiliations

- American Public Works Association
- American Water Works Association

Relevant Experience, continued

Wastewater Treatment Plant Maintenance Building Upgrades and Electrical Room Hardening Design, Stuart, FL — Project analyst. Kimley-Horn provided the City of Stuart with engineering services for the City's Wastewater Treatment Plant (WWTP). Replacement of the maintenance building metal roof was necessary due damage wrought from age and corrosion of the panels; therefore, Kimley-Horn was selected to assist in the investigation of hardening options for the electrical building since the existing building is susceptible to wind damage and flooding. It was essential to ensure the electrical building is secure because it is the main source of power for the wastewater treatment plant and is a critical element of maintaining treatment and disposal of treated wastewater. Necessary improvements included modifying the building to receive insulation to improve heat resistance, providing structural improvements to the existing framing, and evaluating HVAC appurtenances. The scope also included preparing specifications and details to replace the metal roof decking as well as preparing construction drawings for the hardening of the electrical room.

Water Treatment Plant Emerging Contaminants (PFAS's) Treatment and Implementation, Stuart, FL — Project engineer. The City of Stuart's Water Treatment Plant (WTP) s a 6.0-MGD lime softening facility with the surficial aquifer as the source of supply via 23 production wells. Kimley-Horn provided professional engineering services related to the implementation of a water treatment system for the removal of emerging contaminants, including perfluorinated chemicals (PFAS's), PFOA (Perfluorooctanoic Acid), and PFOS (Perfluorooctane Sulfonate) sampled and measured in the raw water supply for the City's drinking water wells. Contamination from a nearby public works facility that used and stored firefighting foams (AFFF) was determined to be the source of the groundwater contamination, forcing the City to construct an advanced treatment system to remove these contaminants. Kimley-Horn provided the design and permitting of the largest full-scale PFAS treatment system in the United States. Kimley-Horn also provided assistance preparing bid documents and construction phase services for the treatment system using anion exchange (AIX) resin with granular activated carbon (GAC) toppings. This 4.0/8.0-MGD AIX/GAC system was designed to treat all of the City's raw water supply. This project involved four different resin manufactures and is the largest ion exchange system in the United States, removing PFAS's to 10 parts per trillion. The new water treatment system, which is designed to treat all of the City's raw water supply, has the distinction of being the first ion exchange project of its kind in Florida and the largest (up to 8.0 MGD treatment capacity) in the U.S. at the time of completion, removing PFASs to less than 10 parts per trillion (non-detect).

42-Inch/48-Inch Force Main Emergency Response Plan (ERP), West Palm Beach, FL — Serves as project analyst. The City of West Palm Beach identified a need to create a plan that would serve as a guide in the event the City needed to respond to a break of their system's largest force main. The force main currently transmits up to 29 MGD of wastewater from the Town of Palm Beach and the City of West Palm Beach to the East Central Regional Treatment Plant. The plan being developed identifies roles and responsibilities for City staff to provide a quick and efficient response to a variety of failure scenarios.

A-39, A-41, A-42, and A-43 Wastewater Pump Station Generator Replacements and Upgrades, Palm Beach, FL — Project analyst for the design of generator replacements and service upgrades to four 1960s-era wastewater pump station sites ranging in size from 125 kW to 200kW. Three of the units were outdoor installations requiring sound-rated weather enclosures. The interior unit required custom-designed sound attenuation and ventilation systems. At the A-39 site, we also re-designed the replacement of the 30-year-old air compressor station which serves six air ejector stations. The new air compressor station uses two 40 HP rotary screw compressors, a new 1000-gallon pneumatic tank, and new piping and instrumentation. Additional services included redesign of the air piping systems and electrical service upgrades. All improvements were designed to meet updated hurricane wind load requirements.

A-4 and A-5 Wastewater Pump Station Improvements, Palm Beach, FL — Project engineer. Kimley-Horn provided design services for the improvements at each of the pump stations to increase the operational reliability. Improvements at A-4 include replacement of the pumps, piping, valves, and fittings within the station; replacement of the top slab and hatches of the wetwell and valve vault; new coatings for the interior of the wetwell; and valve vault, new control panel, conduits, and wiring. Improvements at A-5 include replacement of the pumps, piping, valves, and fittings within the station; replacement of the wetwell and drywell ventilation system; new coatings for the interior of the wetwell; and new control panel, conduits, and wiring.

Salvatore Santore

Water/Wastewater Engineer

RELEVANT EXPERIENCE

Townwide Undergrounding of Utilities Program, Palm Beach, FL — Designer. Subsequent to a state of Florida mandate that FPL "storm harden" all vital infrastructure and utility lines statewide, resulting in the installation of taller, concrete electric poles, the Town of Palm Beach chose instead to convert all aerial electric, communication, and cable lines to an underground location. Kimley-Horn serves as program manager and prime consultant designing and permitting the underground conversion process in close coordination with FPL, AT&T and Comcast. Kimley-Horn first developed a master plan to outline the schedule, sequencing, phasing, management of traffic impacts, project delivery methods, data collection, public outreach, design criteria, and projected costs. At the same time, Kimley-Horn performed the detailed design of Phase 1 of the program, which is now complete. Kimley-Horn and the Town also performed planning to address Town infrastructure needs (stormwater, gas, water and sewer) to determine if any renovation or replacement should occur while the underground utility work is underway. The benefits of undergrounding these utilities include improved neighborhood aesthetics, increased service reliability, and increased levels of safety as the lines are no longer exposed. The entire program, which began in 2016, is expected to take 10 years to complete.

Nightingale Trail/La Puerta Way Underground Utilities Conversion, Palm Beach, FL Designer. Kimley-Horn served the Town to perform the undergrounding of overhead utilities for this neighborhood project on the North end of the Island. Kimley-Horn designed the conduit and pullbox infrastructure for the electric, telephone, and cable utilities along with providing easement acquisition assistance, utility provider coordination, and infrastructure upgrade design services. Because this project was essentially an "island" of underground infrastructure, there was a need to coordinate the end conditions for the north and south limits of the project. Ultimately, the rear easement power lines were removed with the homes being served from utility infrastructure in the front street rights-of-way.

Anion Exchange Treatment System, Royal Palm Beach, FL — Designer. The Village operates a membrane softening plant that removes hardness, color, and organics from a fresh ground water supply. Kimley-Horn investigated a means for recovering for reuse the concentrate produced by the membrane softening plant. We developed the concept of treating the membrane softening concentrate with anion exchange to remove the concentrated color and organics. This treated water is then blended with product water from the lime softening system. Because of our unique and innovative approach to this project, Kimley-Horn was successful in helping the Village acquire a grant from the South Florida Water Management District that pays for two-thirds of the construction cost of this project.

West Water Treatment Plant Expansion – Phase IV Program Management Services, Boynton Beach, FL — Performed site visits to examine existing conditions and obtain necessary measurements to ensure the proposed design would fit the site with no spatial conflicts and pipe routing. Prepared construction drawings for the project using land desktop 2004. In January 2004, the City of Boynton Beach Utilities Department selected Kimley-Horn to provide program management services on the Phase 4 expansion of the West Water Treatment Plant. The proposed expansion would increase the treatment capacity from approximately 8 MGD to 20 MGD. The expansion was to include an interim

Special Qualifications

- Has 30 years of design experience in land development, civil, and structural design
- Direct experience with municipal water treatment systems such as the Town of Jupiter, Martin County, and Palm Beach County
- Lead designer for park development projects, residential roadway and utility improvement projects
- Expertise in wide range of services needed for the preparation of park construction documents, including survey, site plan, horizontal control, paving, grading and drainage, utilities, and details
- Responsible for the preparation and final construction documents for parks, water plants, and piping projects using AutoCAD and SoftDesk programs

capacity increase to 10 MGD, including the addition of three pressure vessels to existing Trains 4, 5, and 6; replacement of the membranes in Trains 4, 5, and 6; and the installation of an additional cartridge filter housing.

Membrane Water Treatment Plant, Jupiter, FL — Lead designer preparing construction plans for plant expansion. The project included feed pumps, RO membrane train assemblies, degassification, process piping and concentrate treatment modifications, with materials including poly pipe, stainless steel, and PVC components.

Anion Exchange Water Treatment Plant, Jupiter, FL — Lead designer for preparation of construction plans, including site piping, topographic survey and horizontal control. A major aspect of this project involved removal and/or abandonment of existing piping and adding new facility piping connections to existing yard piping. Materials included PVC, DIP and stainless steel components.

North Martin County Phase II 3.56-MGD Membrane Water Treatment Plant (WTP), Stuart, FL — Lead designer preparing construction plans for 3.56 MGD plant expansion. The project included feed pumps, RO membrane train assemblies, degassification, process piping and concentrate treatment modifications, with materials including poly pipe, stainless steel, and PVC components.

North Martin County Reverse Osmosis Water Treatment Plant (Phase I), Stuart, FL — Lead designer preparing construction plans for plant expansion. The project included feed pumps, RO membrane train assemblies, degassification, process piping and concentrate treatment modifications, with materials including poly pipe, stainless steel, and PVC components.

Tropical Farms Reverse Osmosis (RO)/Water and Wastewater Treatment Plant Expansion, Stuart, FL — Served as project designer for the expansion of Tropical Farms water treatment plant (WTP). Kimley-Horn has teamed with another firm for the expansion of Martin County's water and wastewater treatment plant. Services for the WTP will include expansion of the 6.8-MGD RO treatment plant. Kimley-Horn provided all phases of design, permitting, construction, and SCADA system integration for the RO water treatment expansion.

Relocation of Existing 24-inch Water Main, West Palm Beach, FL — Served as designer. This project involved the relocation and modification of an existing water main, construction of a new water main, sanitary sewer repair, relocation of gravity sewer, and agency coordination.

East Water Treatment Plant Expansion Stage 1, Conceptual/ Preliminary Design Phase I, Boynton Beach, FL — Responsible for site visits to examine existing conditions and obtain necessary measurements to ensure the proposed design would fit the site with no spatial conflicts and pipe routing. Prepared construction drawings for the project. Kimley-Horn was selected by the City of Boynton Beach Utilities Department to participate in the preliminary design of a conversion of the existing lime softening plant into a low-pressure reverse osmosis (LPRO) treatment facility. Completed in two stages (each 10-MGD of LPRO, with an ultimate treatment capacity of 20-MGD). Kimley-Horn's site plan and final technical memoranda defined the requirements for final design of this major facility expansion.

30-inch Transmission Main Across Central Boulevard - Central Boulevard Water Main Crossing, Jupiter, FL — Project designer. This project involved the design and construction of a new 30-inch water transmission main across Central Boulevard between Jupiter Gardens Boulevard and Jupiter Park Drive to connect the 24-inch water transmission mains on the east and west sides of Central Boulevard. Previously, the two 24-inch water transmission mains were connected with a 22-inch HDPE water transmission main which limited the pumping capacity of the North and South Central Boulevard High-Service Pump Stations. The addition of the 30-inch water transmission main will relieve the restriction and allow for more efficient operation at the two high-service pump stations. Kimley-Horn has completed a review of the existing utilities in the project area, development features on each side of Central Boulevard, and available information on subsurface utilities along the section of Central Boulevard between Jupiter Park Drive and Jupiter Gardens Boulevard. Permits received for the project include the Palm Beach County Health Department permit and the Palm Beach County Utility right-of-way permit. Kimley-Horn has completed the design and permitting phase of the project.

Mt. Sinai Hospital Bed Tower, Miami Beach, FL— Designer. This project consists of the construction of a new 200-bed bed tower that will convert a portion of the facility's semi-private beds to private beds; a new emergency department; new helipad; reconstruction of parking area; construction of a new main entry drive; and construction of a 400-space parking garage.

Mike Parsons

Water/Wastewater Engineer

RELEVANT EXPERIENCE

Townwide Undergrounding of Utilities Program, Palm Beach, FL — Construction observer. Subsequent to a state of Florida mandate that FPL "storm harden" all vital infrastructure and utility lines statewide, resulting in the installation of taller, concrete electric poles, the Town of Palm Beach chose instead to convert all aerial electric, communication, and cable lines to an underground location. Kimley-Horn serves as program manager and prime consultant designing and permitting the underground conversion process in close coordination with FPL, AT&T and Comcast. Kimley-Horn first developed a master plan to outline the schedule, sequencing, phasing, management of traffic impacts, project delivery methods, data collection, public outreach, design criteria, and projected costs. At the same time, Kimley-Horn performed the detailed design of Phase 1 of the program, which is now complete. Kimley-Horn and the Town also performed planning to address Town infrastructure needs (stormwater, gas, water and sewer) to determine if any renovation or replacement should occur while the underground utility work is underway. The benefits of undergrounding these utilities include improved neighborhood aesthetics, increased service reliability, and increased levels of safety as the lines are no longer exposed. The entire program, which began in 2016, is expected to take 10 years to complete.

Nightingale Trail/La Puerta Way Underground Utilities Conversion, Palm Beach, FL — Construction observer. Kimley-Horn served the Town to perform the undergrounding of overhead utilities for this neighborhood project on the North end of the Island. Kimley-Horn designed the conduit and pullbox infrastructure for the electric, telephone, and cable utilities along with providing easement acquisition assistance, utility provider coordination, and infrastructure upgrade design services. Because this project was essentially an "island" of underground infrastructure, there was a need to coordinate the end conditions for the north and south limits of the project. Ultimately, the rear easement power lines were removed with the homes being served from utility infrastructure in the front street rights-of-way.

Anion Exchange Treatment System, Royal Palm Beach, FL — Designer. The Village operates a membrane softening plant that removes hardness, color, and organics from a fresh ground water supply. Kimley-Horn investigated a means for recovering for reuse the concentrate produced by the membrane softening plant. We developed the concept of treating the membrane softening concentrate with anion exchange to remove the concentrated color and organics. This treated water is then blended with product water from the lime softening system. Because of our unique and innovative approach to this project, Kimley-Horn was successful in helping the Village acquire a grant from the South Florida Water Management District that pays for two-thirds of the construction cost of this project.

501 Palm Street Sanitary Main Relocation, West Palm Beach, FL — Construction observer for design, permitting, bidding, and construction phase services to relocate the manhole and sanitary main that was under an existing building at 501 Palm Street. The rerouting of this section included constructing new manholes, new 8-in and 12-in sanitary main, removal of existing sanitary infrastructure and reconnecting existing sanitary services. The project also included installing the sanitary pipe and casing across the FEC Railway via jack and bore with a receiving pit within Woodlawn Cemetery. Special requirements were included in the construction documents describing

Special Qualifications

- Construction professional with 18 years of experience overseeing all phases of multimillion-dollar construction, infrastructure, utility, and environmental projects for government and private-sector clients
- Experience includes managing crews of up to 50 in highway improvements, commercial site development, underground utility installation, and a variety of other construction/ demolition projects
- Experience backed by strong credentials and a proven history of on-time, on-budget, and high-quality project completions

the protocol for working in the cemetery and detailing how the contractor should handle the discovery of any remains. During construction, we worked closely with the City and contractor to find a find a solution for rerouting a section of the sanitary main when remains were discovered.

Lead and Copper Corrosion Study Water Treatment Plants (WTPs) 2 3, 8, and 9, Palm Beach County, FL — Construction observer. This project is part of Kimley-Horn's general water treatment plant engineering services contract. Kimley-Horn was retained by Palm Beach County Water Utilities Department to conduct a lead and copper corrosion study for Water Treatment Plants #2, #3, #8, #9, and #11. The results of this study provided a baseline for future plant improvements for water quality.

Wellfield Improvements and Engineering Design Services, Palm Beach County Water Utility Department (PBCWUD), West Palm Beach, FL — Construction phase services field representative responsible for reviewing and answering RFI's, reviewing as-built drawings, well pump tests and startups, electrical tests and startups, and general review of project construction to insure the work meets the specifications. As a subconsultant to another firm, Kimley-Horn is developing bidding/design documents for improvements to surficial aquifer production wells throughout the PBCWUD service area. Our services include preparation for and attendance at project meetings; client coordination; well siting; review of past construction information including well videos, construction reports, engineering details, and record drawings; bid packages to include design specifications, project drawings, and opinion of probable cost; permitting; and construction phase services. (added 2/11/19)

Sunrise Avenue 8-inch Water Main Improvements, Palm Beach, FL — Construction observer for design of the replacement of the existing 6-inch ductile iron water main with an 8-inch water main in the Town of Palm Beach (under the direction of the City of West Palm Beach, who maintains the water and wastewater utilities for the Town). The existing water main has experienced severe mineral buildup and corrosion, which has lowered system pressures. Kimley-Horn is providing data collection, design, permitting application services (through the Palm Beach County Health Department and Florida Department of Environmental Protection), and construction documents. Softdig underground utility locates will be performed by a subconsultant. Our team will also provide bid assistance and construction phase services.

Lift Station 13 Improvements, West Palm Beach, FL — Construction phase services field representative to verify construction was completed in general accordance with contract documents. Observations of the construction of a new electrical room addition built on sheet piling, installation of new generator, VFDs, valve actuators, valves, and flow meters. Also performed follow-up field reports included demolition, installation of utilities, pressure testing of new piping, and site work.

Lift Station 23 Rehabilitation Study, West Palm Beach, FL — Construction inspector for the project. The project entails the installation of new pumps and associated piping, the construction of a new electrical room addition, installation of new electrical gear, installation of new variable frequency drives, and the installation of a new backup generator system. The project also entails minor demolition and site work as well as the rehabilitation of the existing wet well.

Miscellaneous Reverse Osmosis (RO) Building Concrete Repairs and Hardening Improvements, Jupiter, FL — Construction administrator. Kimley-Horn provided concrete repairs for the reverse osmosis (RO) process room, including: RO mixing trough repairs, RO trench floors, feed pump foundation repairs, and IX trough repair.

30-inch Transmission Main Across Central Boulevard – Central Boulevard Water Main Crossing, Jupiter, FL — Construction administrator. This project involved the design and construction of a new 30-inch water transmission main across Central Boulevard between Jupiter Gardens Boulevard and Jupiter Park Drive to connect the 24-inch water transmission mains on the east and west sides of Central Boulevard. Previously, the two 24-inch water transmission mains were connected with a 22-inch HDPE water transmission main which limited the pumping capacity of the North and South Central Boulevard High-Service Pump Stations. The addition of the 30-inch water transmission main will relieve the restriction and allow for more efficient operation at the two high-service pump stations. Kimley-Horn has completed a review of the existing utilities in the project area, development features on each side of Central Boulevard, and available information on subsurface utilities along the section of Central Boulevard between Jupiter Park Drive and Jupiter Gardens Boulevard. Permits received for the project include the Palm Beach County Health Department permit and the Palm Beach County Utility right-of-way permit. Kimley-Horn has completed the design and permitting phase of the project.

Angelina Fairchild, P.E., LEED AP

Civil/Structural Engineer

RELEVANT EXPERIENCE

Continuing Consulting Services (includes North Flagler Drive Force Main, North Ocean Blvd. seawall), Palm Beach, FL — Performed structural evaluations and made repair recommendations for several existing lift stations under the jurisdiction of the Town of Palm Beach.

Continuing Services Agreement for Planning, Utilities, Engineering, and Roadways, North Bay Village, FL — Structural engineer. Kimley-Horn provides general engineering services for the City of North Bay Village on an ongoing basis. Services have included water and wastewater studies, planning, design, permitting, and construction phase services.

Miscellaneous Professional Engineering Services, Tequesta, FL — Structural engineer. Kimley-Horn was retained to perform various professional general civil/engineering services required by the Village. Typical projects include: raw water pipe cleaning, chemical feed system upgrade, stormwater design, SCADA system upgrade, filter plant upgrade, new MCC room, membrane replacement, aluminum covers for chlorine tanks, permitting, and roadway design.

PortMiami Command and Control Center Design and Integration, Miami, FL Structural engineer for Kimley-Horn team. This project involved several separate phases to provide the renovations to an existing terminal to support the command and control center functions at Port Miami. Kimley-Horn's early planning level tasks included meetings with stakeholders and Port staff to identify control center requirements that were then summarized in a Concept of Operations (CONOPS) document. Following the CONOPS, the design of the interior upgrades to support the control center and supporting offices included the discovery of infrastructure, security, communications, command and control equipment inventory, reviews and guidance in existing plan sets, and cost estimates. Also included in the design is the communications design to support the network room that will house all the portwide systems. The design effort produced an extension of the integration fiber optic network to additional areas of the Port. Kimley-Horn's services included providing production of construction packages, feasibility and operational reports, post-design phase services, and coordination with the client.

Palmetto Expressway Interchange Bridge, FDOT District Six — Structures task manager and lead engineer for the plans preparation for the rehabilitation of this urban interchange. The project included replacing and lengthening the two main overpass structures, adding two new ramp bridges and a new canal crossing, as well as a significant amount of retaining walls (permanent and temporary).

Miami Beach Convention Center, Miami Beach, FL — Structural engineer responsible for the design and plan preparation for the modifications and permitting. The Miami Beach Convention Center is bordered to the north by the Collins Canal. The City of Miami Beach is proposing improvements to the convention center which will include the canal. The canal has been stabilized by an existing seawall whose cap is less than 2 feet above mean high water level and tidal waters periodically overtop the wall. Prior to improvements, the seawall was also in various stages of failure, with approximately 200 feet of the wall having completely failed. The City retained the services of Kimley-Horn to perform a preliminary assessment of

Special Qualifications

- A lead engineer in our Florida region structural division with 32 years of experience
- Principal areas of practice include industrial facilities, municipal projects, parks, marinas, bridges, and condition assessments
- Involved in the design, rehabilitation, repair, construction, and inspection phase services on a variety of structural engineering projects that have included conventional reinforced concrete, precast prestressed concrete, post-tensioned concrete, and structural steel
- The Florida Engineering Society (FES) has recognized Angelina as a leader in her field several times: In 2018 she was awarded Engineer of the Year by the Palm Beach Chapter; in 2014 she received the President's Award, in 2010, she received the state award for Outstanding Service to the Engineering Profession; and in 2000, she was selected as the state's Young Engineer of the Year.
- Her forensic engineering experience, including performing structural damage assessments began with Hurricane Andrew, in 1992, and has since grown to include condition assessments, code compliance reviews, value engineering assessments, and serving as an expert witness

Professional Credentials

- Master of Science, Civil Engineering, University of Texas, Austin
- Bachelor of Science, Architectural Engineering, University of Texas, Austin
- Professional Engineer in Florida
- LEED® Accredited Professional

Professional Affiliations

- Florida Engineering Foundation Trustee
- Florida Engineering Society, Past President
- U.S. Green Building Council – National Capital Region
- Florida Engineering Leadership Institute

the canal's seawall. These services consisted of an alternatives analysis for rehabilitating the wall, as well as a general approach to providing stormwater management to the area surrounding the convention center. The alternatives also took into consideration the City's desire to save as many of the existing trees as practicable which lay between the canal and convention center. The selected design alternative resulted in structural services associated with the project for the design of the Collins Canal edge stabilization and a secondary floodwall. Project construction is nearing completion and our team has provided construction phase services.

US 1 (Biscayne Boulevard) Over NE 203rd Street PD&E Study and Final Design, FDOT District Six — Structural engineer for replacement of an at-grade intersection with a modified echelon, multi-span, cruciform shaped, aerial urban interchange. Responsibilities included bridge geometrics, substructure and superstructure design, and plans preparation of a precast/prestressed concrete I-beam alternative.

Skypass Bridge, Port of Palm Beach, Riviera Beach, FL — Structural engineer for design of a 1,900-foot, four-lane bridge over US 1. Kimley-Horn's fast-track design of roadway approaches and the bridge, which rises to 69 feet, allowed for the elevation of US 1 to improve port operations. The bridge was constructed in two sections to maintain existing traffic. Design and contract plans were produced in less than nine months.

Palmetto Expressway (SR 826) Improvements, FDOT District Six — Structures task manager and lead engineer for the plans preparation for the rehabilitation of this urban interchange. The project included replacing and lengthening the two main overpass structures, adding two new ramp bridges and a new canal crossing, as well as a significant amount of retaining walls (permanent and temporary).

Intracoastal Seawall Design and Construction for Ourisman Residence, B&A Design Builders, Palm Beach County, FL Structural engineer. The project consisted of performing a condition assessment that confirmed the need to reconstruct an existing residential seawall located along the Intracoastal Waterway in the Town of Palm Beach. The existing wall was more than 50 years old and approximately 70 feet in length. The new wall raised the wall height to meet Town standards for bulkhead flood elevation criteria and was built one foot waterward of the existing wall alignment. Kimley-Horn provided design, permitting, and construction phase services for this project.

North Ocean Boulevard Seawall Replacement, Palm Beach, FL — Structural engineer responsible for the evaluation of the existing condition of the seawall for the Town of Palm Beach along North Ocean Boulevard. Due to revised coastal loads, the age of seawall, and its interaction with an existing beach access tunnel, the decision was made to replace the existing seawall by driving new steel sheetpiles in front of the existing concrete wall. Permits from FDEP and USACE were required. Kimley-Horn developed the construction drawings for the seawall replacement and overall roadway corridor improvements. We also assisted the Town with bidding and provided construction observation services. The project upgraded the corridor along the beach including approximately 1,600 linear feet of seawall replacement, drainage, and pavement.

Brickell Key One Property Structural Assessment and Repair Work, Miami, FL — Project manager for the assessment of building structural elements for three buildings, including exterior façade, roof, parking garage, and ancillary structures. Built in the 1970s, the Brickell Key One property includes a 22-story oceanfront condominium tower with two additional levels of parking, a commercial complex, and an oceanfront "bay home" townhouse building. Subsequent to the property condition assessment of exterior façade and concrete elements of the building, Kimley-Horn has performed the analysis, design, and preparation of construction drawings, product specifications, and bid packages for the repairs.

Stormwater Treatment Area 1-West (STA-1W) Design and Construction, Palm Beach County, FL — Staff engineer for the STA1-W project that included 14 miles of earth levees, 3 large water control structures, 60 small water control structures, and the creation of 6,670 acres of man-made wetlands. Responsibilities included performing structural calculations and preparing plans for many of the water control structural components. During the construction phase, assisted project manager with the review of submittals and requests for information from the contractor.

Jaime Ghitelman, P.E.

Civil/Structural Engineer

RELEVANT EXPERIENCE

Underwater Seawall Inspections, Broward, Miami-Dade, and Palm Beach Counties, FL — Project analyst. Lead diver involved with inspections and assessments of seawalls throughout the tri-county area, both underwater and in-water.

Beach Road Water Control Structure Rehabilitation, Sanibel, FL — Project analyst. The City of Sanibel owns and maintains a storm water conveyance and management system that includes water control structures operated by sluice gates. The Beach Road Water Control Structure (BRWCS) is part of the system draining an area south of Periwinkle Way and East of Donax Street to San Carlos Bay. The BRWCS structure was built circa 1992 of reinforced concrete with two 72" x 60" flush bottom sluice gates and an adjacent weir basin. As the project manager for Kimley-Horn, coordinated and oversaw the team that performed an in-depth inspection of the BRWCS both, above water and underwater to determine and document the attributes of each defect such that repair/rehab plans and bid documents could be prepared. Following the presentation of these findings, as the engineer of record, lead the engineering team that developed a Repair Protocol Manual, Plan details, and specifications suitable for construction and bidding to repair the deficiencies and restore the structures. Recently submitted proposal to provide post-design and construction phase services to the City.

Brickell Key One Property Structural Assessment and Repair Work, Miami, FL Engineer and inspector for a building repair design and construction phase services. Built in the 1970s, the Brickell Key One property includes a 22-story oceanfront condominium tower with two additional levels of parking, a commercial complex, and an oceanfront "bay home" townhouse building. Subsequent to the property condition assessment of exterior façade and concrete elements of the building, Kimley-Horn has performed the analysis, design, and preparation of construction drawings, product specifications, and bid packages for the repairs. We are currently assisting the Association with bid evaluations and providing construction phase services.

Mt. Sinai Hospital Bed Tower, Miami Beach, FL — Project analyst providing seawall inspection at the project site. This project consists of the construction of a new 200-bed bed tower that will convert a portion of the facility's semi-private beds to private beds; a new emergency department; new helipad; reconstruction of parking area; construction of a new main entry drive; and construction of a 400-space parking garage.

Ponce Bridge Preventative Maintenance Program, Puerto Rico — Project analyst tasked with performing the field work and developing the plans and specifications. Kimley-Horn was contracted to perform an assessment of seven bridges along PR-52 in the Ponce Municipality of Puerto Rico. As part of this contract, Kimley-Horn develop da preventative maintenance protocol that the Transportation Authority can use to determine what preventative procedures should be performed on the bridges. Additionally, Kimley-Horn developed plans and specifications for the implementation of these procedures.

Roadway Sign Emergency Repairs After Hurricane Maria, Puerto Rico — Project analyst responsible for performing field work and helping develop the plans for replacement of signs. Kimley-Horn was contracted to assess the condition of roadway signs, overhead structures, and signal structures post-hurricane Maria and document any signs that warranted replacement. Kimley-Horn was responsible for approximately 220 km of road along the island in the municipalities of San Juan and Adjuntas.

Special Qualifications

- Software experience includes AutoCad and Autodesk
- Proficient in Finite Elements Analysis Programs: RISA 3D, STAAD, RAM Elements

Professional Credentials

- Master of Science, Civil Engineering, Georgia Institute of Technology
- Bachelor of Science, Civil Engineering, Georgia Institute of Technology
- Professional Engineer in Florida

Professional Affiliations

- American Institute of Steel Construction

Relevant Experience, continued

Town Hall Square Streetscape and Infrastructure Improvements, Palm Beach, FL — Project analyst for this historic fountain restoration and roadway beautification project within the heart of the Town's commercial corridor. Phase I of the project included the restoration of the Mizner Memorial Fountain that was originally constructed in 1929. This part of the project was partially funded by the State of Florida through a historic preservation grant. Phase II of the project includes streetscape improvements consisting of landscaped nodes, decorative pedestrian crossings, updated urban park landscaping that creates a public gathering area in the median of a roadway where the fountain feature resides, modification of various underground utilities, replacement of sidewalks with decorative tabby concrete, and the introduction of many landscaping and architectural elements throughout the area. Phase II of the project will be partially funded by the state of Florida through a historic preservation grant and through private citizen donations.

Annie's Dock, Palm Beach, FL — Second underwater inspector. Kimley-Horn provided professional engineering services for the marine aspects of the repair and restoration of Annie's Dock on the North End of Palm Beach Island. Repairs and restoration included the removal of damaged concrete caps, the elevating of the existing structures, the refurbishment of the existing metal walkways damaged during Hurricane Irma.

Bradley Park Improvements, Palm Beach, FL — Project analyst. Kimley-Horn served the Preservation Foundation of Palm Beach for landscaping and hardscaping improvements within Bradley Park. Services performed for this project included: replacing existing sidewalks along the park perimeter, regrading the interior of the park, addition of Lake Trail, addition or refurbishment of entry feature, new landscaping, new landscape lighting, fountain relocation, restroom replacement, and addition of overlook. Our team provided construction document preparation, permitting assistance (SFWMD), Guaranteed Maximum Price Review with contractor, and construction observation. Ribbon cutting for the project occurred on December 12, 2017.

Miramar Fire Station #107 Emergency Traffic Signal Design, Miramar, FL — Project analyst. Kimley-Horn was retained by a local firm to provide design of an emergency traffic signal for a new fire station located on the north side of Miramar Parkway, west of Red Road in Miramar, FL. Kimley-Horn developed a Conceptual Signal Plan for the modifications to one corner of the intersection to be submitted for the 60% review stage. The Conceptual Signal Plan indicates the location of the proposed signal pole and mast arm, controller, mast arm orientation, signal head placement, pedestrian signal heads and pushbuttons, and electrical devices. Kimley-Horn will coordinate with Broward County Traffic Engineering Division to determine the location or relocation of the signal hardware, the need for interconnection with adjacent traffic signals (if necessary) and the extent to which existing electric services can be used with the proposed signal. Kimley-Horn will also prepare traffic signal design plans and furnish a Signal Plans Package for the project.

Boynton Beach Gateway Enhancements and Welcome Signage, Boynton Beach, FL — Project analyst responsible for foundation design and construction plans preparation for two new "Welcome to Boynton Beach" signs at the northern and southern city limits along Federal Highway (US 1). These beautification and general improvements are part of Boynton Beach CRA's overall plan to improve the City's aesthetic and provide enhanced gateways into the community. The signs were installed in January 2016.

Molasses Tank Design and Construction for the Florida Sugar and Molasses Exchange – Bryant Mill Site, Canal Point, FL Project analyst. The purpose of this project is to convert approximately 7.5 acres of a prior sugar cane mill site into a molasses storage, unloading, and rail shipping facility, including two 4 million-gallon above ground steel storage tanks, a truck unloading facility, truck and rail scales, a rail loading facility, a truck trailer parking lot for 40 trailers, and an office/lab building. The project was completed in December 2014.

Chelsea Marajh, P.E.

Civil/Structural Engineer

RELEVANT EXPERIENCE

Brickell Key One Property Structural Assessment and Repair Work, Miami, FL
Structural analyst for the assessment of building structural elements for three buildings, including exterior façade, roof, parking garage, and ancillary structures. Built in the 1970s, the Brickell Key One property includes a 22-story oceanfront condominium tower with two additional levels of parking, a commercial complex, and an oceanfront "bay home" townhouse building. Subsequent to the property condition assessment of exterior façade and concrete elements of the building, Kimley-Horn has performed the analysis, design, and preparation of construction drawings, product specifications, and bid packages for the repairs. We are currently assisting the Association with bid evaluations and providing construction phase services.

The Flamingo South Tower Garage/Lanai (aka Flamingo Parking Garage), Miami Beach, FL — Structural engineer. Kimley-Horn served as prime designer for the design-build demolition and replacement of an existing parking garage/lanai deck for the residents of the adjacent condominium tower facing Biscayne Bay. The pre-existing structure supports a lanai deck providing an area for resident gatherings and events. Our services included civil engineering, parking consultation, structural engineering, and landscape architecture and have teamed with consultants to provide architecture and MEP engineering.

Convention Center, Miami Beach, FL — Structural engineer. This project involves the expansion and renovation of the existing convention center as well as the redevelopment of surrounding areas into active parks to create a Convention Center District. This multidisciplinary project includes streetscape; the redesign of Convention Center Drive, 19th Street, and 18th Street; and the realignment of all underground utilities, including large storm culverts, water mains, sewer mains, force mains, and dry utilities. Other civil services associated with the project include improvements and modifications to three signalized intersections; coastal engineering, including the design of the Collins Canal edge stabilization and a secondary floodwall; and environmental engineering, including the preparation of a soil management plan for earthwork management during construction.

North Ocean Boulevard Seawall Replacement, Palm Beach, FL — Structural analyst for the design of the replacement seawall for the Town of Palm Beach along North Ocean Boulevard. Responsible for review and interpretation of Coastal Loading Reports, Geotechnical Reports, and existing record drawings. Created construction drawings based on the structural design and reviewed shop drawings from the contractor. When complete, the project will upgrade the corridor along the beach including approximately 1600 linear feet of seawall replacement, drainage, and pavement.

Fisher Island Ferry Terminal, Miami, FL — Structural analyst. Kimley-Horn was retained by Fisher Island Community Association for the proposed development of a parking garage and improvements to the existing ferry terminal vehicle loading/unloading area. Kimley-Horn developed various alternatives for the ferry terminal vehicle loading area aimed at facilitating the egress of the vehicle from the loading area and their access to MacArthur Causeway. As part of the design process, the Florida Department of Transportation and Kimley-Horn worked closely to evaluate each option working towards a full construction set of plans inclusive of driveway modification plans, drainage plans,

Special Qualifications

- Has six years of civil and structural engineering experience
- Software experience includes AutoCAD, Mathcad, TEDDS, STAAD, RISA 3D, and Shoring Suite

Professional Credentials

- Professional Engineer in Florida

Professional Affiliations

- American Institute of Steel Construction

and a traffic signal modification plan. The selected option involved realignment of the egress road, which also triggered a modification to an existing seawall and required permitting. The development of the parking garage was on an adjacent parcel. The development of the site involved the design of access roads to the parking for ingress and egress, site drainage and water/sewer services for the garage which was programmed to have small office space for rental purposes. The design of the access drives was closely coordinated with a second existing ferry to allow the connection of the access drive to the ferry loading area.

Florida Atlantic University (FAU) Continuing Minor Civil Engineering Services, Boca Raton, FL — Structural analyst. Kimley-Horn performs annual reviews of the University Village Apartments for FAU and presents a condition assessment of the existing structure. Developed repair details for the deficiencies addressed in the assessment. Kimley-Horn has provided on-call services to FAU's four campuses for 9 years. Services have been provided to over 100 projects and include improvements to infrastructure, expansion of the campus, renovations to existing systems and structures, and structural repair.

Galleria Mall Garage Condition Assessments and Restoration, Fort Lauderdale, FL — Structural analyst for the Kimley-Horn team serving as structural engineer for tenant fitout including structural re-framing of existing precast concrete structure to accommodate escalator relocation, closure of floor openings, and supplementary steel beams for increased floor loadings.

Captain Leonard Destin Park, Destin, FL — Structural analyst. This project will encompass a 3.42-acre site along the Choctawhatchee Bay in Destin. Our team has provided deliverables for park master planning phases through construction documents for this property that is within walking distance from the Destin Harbor Boardwalk. The new park will offer the City of Destin's first splash pad, picnic pavilions, educational opportunities for the adjacent schools, a playground, preservation of the existing heron rookery, access to the beach, a dock with a canoe/kayak launch, an improved seawall, pervious parking areas, circulation improvements, and a model of the seine boat captained by Leonard Destin. ADA accessibility has been a key element considered in the design of this park. ADA accessible routes are provided from the public right-of-way through the parking area, throughout the park, and to the pier structure and canoe/kayak launch. The natural elements of this site will be preserved and enhanced as part of this project. The heron rookery and habitat will be preserved, a fruit orchard will be expanded, and the splash pad will be generated by a recirculating water system.

Atlantic Boulevard Bridge Decorative Sails and Lighting, Pompano Beach, FL — Structural analyst for the design and construction of enhancements to the bridge façade, tender house, Jersey barriers, lighting, large tensioned sails at each end of the bridge (four total) and computerized uplighting, artwork on bridge façades, land-based lighting, and a pedestrian esplanade under the bridge connecting restaurants and buildings from the south to the north. The design/build team will be responsible for complete design, permitting and coordination with the Florida Department of Transportation (FDOT).

Lake Worth Neighborhood Road Program Year 1, Year 2, and Year 3, Lake Worth, FL — Structural engineer on the team that provided the City of Lake Worth with civil engineering services consisting of roadway design and drainage design. The effort focused mainly on pavement rehabilitation on roadways with the lowest pavement condition index. In addition to pavement rehabilitation, Kimley-Horn designed new catch basins, additional traffic calming measures, and ADA compliant sidewalk routes to provide continuity in the neighborhood. Tasks include data collection, utility coordination, development of construction documents, bidding assistance, and observation during construction. Lake Worth Neighborhood Road Program Year 3 is still in design.

Lynn Haven Bayou Park and Preserve, Lynn Haven, FL — Structural analyst for this 91-acre waterfront park being developed for the Lynn Haven community that will provide recreational amenities capitalizing on natural vegetation and 5,200 feet of waterfront that the property encompasses. Dock access to bay and bayou will be provided for kayaks, paddleboards and fishing, with a motorized boat dock on the bay. Park will include large gathering structures, an outdoor classroom, a two-story screened-in bay/bayou overlook, seven open-air picnic pavilions, a natural playground, beach areas along the bay, a fitness trail loop, disc golf course, a bayou boardwalk, and wildlife viewing areas. Project also includes a roadway system served by swales, significant wayfinding, multiple restrooms, natural paths, a maintenance building, and interpretive educational stations. Priority has been given to limiting impact to the environmentally sensitive area.

Adam Kerr, P.E.

Civil/Traffic and Transportation Engineer, Permit Review, Planning and Zoning, Code Compliance, and Business Licensing

RELEVANT EXPERIENCE

Traffic Concurrency Management Database and Report, Miami Lakes, FL
Created and maintained a database to inventory the existing and allowable traffic within the Town of Miami Lakes. Assisted in developing a methodology for determining traffic concurrency in the Town.

General Traffic Services, Jupiter, FL — Project manager responsible for the preparation of reviews and comments of traffic studies and site plans as part of the Town's development review process. Performed a study to determine the effects of adding the Bush Road connector. Prepared signal design plans and specifications package for the traffic signal at Toney Penna Drive and Pennock Lane.

Continuing Engineering Services, Miramar, FL — Lead traffic engineer providing on call traffic engineering services. Areas of assistance include review of traffic impact analyses and parking studies specific to development applications. Additional services include involvement as a member of the City of Miramar's land development staff to provide traffic and transportation input to the Planning and Zoning Board and the City Commission for traffic operation issues and proposed development site plans.

Continuing Traffic Engineering Services, Boca Raton, FL — Transportation engineer for traffic engineering review services on an ongoing basis. Services include review of traffic concurrency studies, parking studies, and technical deviation requests. Kimley-Horn has reviewed traffic and parking studies for a large student housing complex proposed to serve Florida Atlantic University students, a redevelopment of the Glades Plaza Shopping Center, and the redevelopment of a convenience store along Glades Road. Also provides assistance to City staff, meets with applicants, and supports City staff at public hearings.

SR A1A Complete Streets Design, Hollywood, FL — Project engineer of the Kimley-Horn team serving the City of Hollywood to help reduce the travel lanes widths and incorporate Complete Streets elements within the corridor between Hollywood Boulevard and Sheridan Street. The concept plans will include a reduction of speed, improving safety for vehicles, pedestrians, and bicyclists; wider sidewalks, bicycle lanes, and designated loading zones; and improved street furniture, landscaping, and signage. The team will also provide traffic signal/roundabout analysis, driveway access review, emergency vehicle access review, meetings and coordination, and permitting services.

SR 7 Corridor Master Plan, Palm Beach County, FL — Developed a long-range plan to guide future growth and redevelopment along a corridor which was operating at over-capacity conditions at its ultimate width. The document outlined measures to improve mobility along the corridor through optimized transit service, car-pooling programs, and promotion of mixed-use development and redevelopment. The planning process was coordinated with Palm Beach County, the Village of Wellington, the Village of Royal Palm Beach, the City of Greenacres, and individual land owners along the corridor.

Belvedere Road from East of Jog Road to Military Trail, West Palm Beach, FL
Project analyst. Kimley-Horn prepared a traffic study for the expansion of a four-lane facility to six lanes. We then provided services for an alignment and right-of-way study to add one additional lane and assess the impacts and costs associated with it.

Special Qualifications

- Has 17 years of experience in transportation planning and traffic engineering gained through a variety of transportation planning projects, including traffic impact analyses, FDOT action plan analysis, DRIs, data collection coordination, and computer modeling
- Experience in traffic signal design across multiple jurisdictions in Florida
- Proficient in highway capacity software, Synchro, Florida Standard Urban Transportation Model System (FSUTMS) traffic modeling

Professional Credentials

- Bachelor of Science, Civil Engineering, Clemson University
- Professional Engineer in Florida and Alabama
- Congress for the New Urbanism
- President- Palm Beach Planning Congress

Relevant Experience, continued

I-95 Master Plan for 17 Interchanges from Linton Blvd. to Northlake Blvd., FDOT District Four, Palm Beach County, FL
Traffic engineer for this project that entailed the identification of 17 interchange improvement projects (from south of Linton Boulevard to north of Northlake Boulevard) that could move into the design phase in FY 2013/14 and FY 2014/2015. To accomplish this, Kimley-Horn developed a methodology that proposed a two-tier approach to identify and prioritize those interchanges that could advance quickly and have conceptual improvement plans completed by July 1, 2013; the remaining interchange studies were completed by February 2015 and documented in an Interchange Master Plan (IMP).

SR 7/Pioneer Road Signal, Royal Palm Beach, FL — Project manager. Kimley-Horn designed a traffic signal at the intersection of SR 7 and Pioneer Road in Royal Palm Beach. The mast-arm design included a dual-arm design, with one of the arms spanning a six-lane approach to the intersection. The design required special consideration for drainage and topography. Construction had to be coordinated with the widening of SR 7, as well as the widening of Pioneer Road.

Wiles Road Design from Riverside Drive to Rock Island Road, Broward County, FL — Project engineer for complete contract plans for the widening of Wiles Road to a 6-lane divided urban arterial from Riverside Drive to Rock Island Road. One of the major accomplishments of this segment's design was to work with all stakeholders to avoid issues related to private property impacts given the narrow corridor and proximity of private features. Another major accomplishment was an innovative drainage solution that added new outfalls through City owned property to an existing undersized drainage system to avoid reconstructing the entire Wiles Road system. We coordinated closely with the County to tackle issues related to the narrow areas of the corridor, including a balance between traffic lane, sidewalk and bike lane widths. This segment had grant funding from FDOT and the improvements included roadway design, Complete Streets design, drainage, lighting, landscaping, irrigation, bicycle lanes, signalization, utility coordination, permitting coordination with the City of Coral Springs and detailed traffic control plans. The project required extensive landscape plans and coordination to resolve issues related to private landscape encroachments into County right of way. Our team provided tree mitigation permit services and coordinated with both County and City forester. We incorporated the Broward Complete Streets guidelines on this project (also prepared by Kimley-Horn), which were endorsed by the Broward MPO.

Resorts World Miami (former Miami Herald site), Miami, FL — Transportation engineer. Kimley-Horn is providing site/civil engineering, environmental, and ongoing traffic engineering services for the 14-acre bayfront site that previously housed the Miami Herald newspaper at 1 Herald Plaza in Miami. The proposed project includes four new hotels with more than 5,000 rooms and two residential towers featuring up to 1,000 units; a luxury retail galleria; a 3.6-acre rooftop lagoon and natural sand beach; more than 50 restaurants, lounges, bars, and nightclubs; a high-tech multimedia entertainment area showcasing the music and culture of Florida and South America; and 700,000 square feet of convention and meeting space. The resort will help develop the three-mile BayWalk, which highlights a 150-acre leisure and entertainment area in downtown Miami. Team tasks include due diligence, parking studies, underground utility design, preparation of a Special Area Plan (SAP) traffic study consistent with City of Miami 21 Zoning Code, environmental site assessment and potential remediation planning, including contaminant delineation, water quality evaluation, and quarterly groundwater monitoring.

Worth Avenue Restoration Project, Palm Beach, FL — Provided traffic engineering expertise for this roadway beautification project along one of the Town's most prestigious roadways. The project included the construction of a new roadway section, replacement and modification of various underground utilities, replacement of sidewalks with decorative tabby concrete, and the introduction of many landscaping and architectural elements throughout the corridor.

Boynton Beach Boulevard Design from East of I-95 to US 1, Boynton Beach, FL — Project engineer providing design services for this multi-stage project in the City of Boynton Beach. The design improvements to the project area (east of I-95 to US-1) include landscape architecture enhancements and Complete Streets features. Design features include narrowed lanes and expanded sidewalks to encourage pedestrian mobility and landscape/hardscape upgrades within the corridor. Our services include roadway and landscape design; signing and marking; signal plans; lighting; traffic analysis; utility coordination; permitting assistance; and public involvement services.

Stephanie Kinlen, P.E.

Civil/Traffic and Transportation Engineer

RELEVANT EXPERIENCE

Boca Raton Regional Hospital (BRRH) Parking Garage, Boca Raton, FL — Project analyst. Kimley-Horn is providing professional engineering services for the construction of a new 700-space parking garage within the existing parking lot east of the Marcus Neuroscience Institute (MNI). Services include schematic site planning, preparation of final site plan, site plan processing assistance, traffic engineering, landscape architecture and irrigation design, regulatory agency permitting, and construction phase services.

Boca Raton Regional Hospital Women's Center aka Christine E. Lynn Women's Health & Wellness Institute, Boca Raton, FL — Project analyst. Kimley-Horn provided schematic site planning, traffic engineering, survey, civil engineering, landscape architecture, permitting, and construction phase services for the development of this 39,000-square-foot women's center at the Boca Raton Regional Hospital campus.

Boynton Beach Gateway Enhancements and Welcome Signage, Boynton Beach, FL Project analyst. Kimley-Horn provided landscape architecture, structural engineering, signage design, construction plans preparation, and construction observation services to design and construct two "Welcome to Boynton Beach" signs. One sign is located at the north city limits along Federal Highway (just west of Ocean Inlet Drive) and another sign at the south city limits in the median of Federal Highway (just north of Gulfstream Blvd). These beautification and general improvements are part of Boynton Beach CRA's overall plan to improve the City's aesthetic and provide enhanced gateways into the community. The signs were installed in January 2016.

Boynton Beach Police Headquarters – Phase 1 Design, Boynton Beach, FL Project analyst. Kimley-Horn was retained by a local contractor to assist the City of Boynton Beach in conducting a Spatial Needs Assessment, develop a master plan, and design a Police Headquarters at a site on High Ridge Road. As part of the design team, we will develop 30% and 75% documents civil engineering needs, traffic assessment, and landscape architectural services.

Boynton Beach Town Square Redevelopment and Infrastructure Improvements, Boynton Beach, FL — Project analyst. A small public school was built in the growing town of Boynton Beach in 1897 — and quickly outgrew it. In 1900, the town built a new school and following its incorporation in 1920, a bond was passed to build a new high school, which was designed by renowned architect William Manly King. The building retains important architectural design elements including the original gymnasium wooden floors. After the old high school spent the past three decades vacant, the City and CRA undertook a renovation project for this historic structure as part of a larger 'Town Square' public and private partnership effort. The building's renovation is nearing completion. As lead engineering designer, Kimley-Horn is responsible for civil engineering design as it relates to stormwater infrastructure and utility improvements, along with miscellaneous consulting services on an as needed basis.

Boynton Trail Center, Boynton Beach, FL — Project analyst providing site planning and developmental services for this site located on the northeast corner of Boynton Beach Boulevard and Military Trail. Approximately 15,500 square feet of mixed retail was demolished to construct the most recent phase of work for this project. Per professional recommendation, the project is proceeding in three phases: Phase 1 – a zoning administrative amendment to vest and permit the building shown at the far corner of

Special Qualifications

- Has six years of experience as a civil analyst
- Software experience includes AutoCAD, HCS+, and Synchro
- Experienced in conducting traffic operational analyses, signal warrant analyses, all-way stop warrant analysis, and parking studies

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Florida, 2013
- Professional Engineer in Florida, #84302, December 16, 2017

Professional Affiliations

- Palm Beach County Planning Congress

the intersection (previously occupied by wet retention area) and depict on the site plan the limits of a central stormwater lake that is currently shown on the plans, modified to reflect what can be permitted for the center; Phase 2 – a zoning administrative amendment for the Goodwill scope of site plan changes; and Phase 3 – addressing the remainder of the master plan with new retail buildings. Kimley-Horn is completing the stormwater management calculations in conjunction with SFWMD and PBCLD criteria.

Canyon District Park, Boynton Beach, FL — Project analyst. Kimley-Horn is providing civil engineering, traffic engineering, and environmental services for this new county park development for Palm Beach County. This development of this park will generally consist of the addition of new baseball and softball fields, flex-play multi-purpose fields, basketball courts, volleyball courts, picnic areas, and a playground. The loop road and stormwater design of the project will be critical to the development of this two-phase project to allow for immediate use of some of the amenities and the subsequent development of the second phase.

City of Belle Glade Comprehensive Plan, Belle Glade, FL — Project analyst. Kimley-Horn worked with the City of Belle Glade on the review and update of the City's Comprehensive Plan based on the evaluation and appraisal report also prepared by Kimley-Horn. Kimley-Horn completed the community review, preliminary land use and population analysis and a review of the current Goals, Objectives, and Policies as they relate to growth management changes, consistency across the various elements, and clarification of terms/strategies.

Cleveland Clinic Medical Office Building, Coral Springs, FL — Project analyst. Kimley-Horn is providing civil engineering, traffic engineering, and landscape architectural services for this proposed 72,000-square-foot medical office building located in Coral Springs, Florida. The scope includes due diligence, site plan preparation and entitlement assistance, civil engineering plans, regulatory agency approvals, construction phase services, and franchise utility coordination.

Dania Pointe (formerly known as Dania LIVE), Dania Beach, FL — Conducted transportation impact analyses in Dania Beach to identify the impacts of a proposed mixed-use development. Synchro 9.0 software was used to identify impacts to study intersections. Recommended mitigation measures at study intersections to satisfy requirements of Broward County, City of Dania Beach, and the Florida Department of Transportation (FDOT) District Four.

Delray Medical Center (DMC) Bed Tower, Delray Beach, FL — Project analyst that conducted Palm Beach County Traffic Performance Standards analysis to determine the impacts of addition to Delray Medical Center facility.

Delray Square Plaza Redevelopment, Delray Beach, FL — Project analyst. Kimley-Horn is providing a full array of consulting services for the existing Delray Square Plaza located at the corner of Atlantic Avenue and Military Trail in Delray Beach. The redevelopment of the 35-acre site consists of the relocation of the Publix grocery store, construction of new retail spaces and two new outparcels, and the reconfiguration of the existing parking areas. Kimley-Horn was responsible for developing the site layout, stormwater and drainage design (StormTech underground chambers), and utility and grading design. Juliana also aided the project manager with obtaining approvals from the South Florida Water Management District (SFWMD), City of Delray Beach, Lake Worth Drainage District (LWDD), Palm Beach County Health Department, and the Florida Department of Transportation (FDOT) for turn lane design and permitting. The project team was also responsible for site planning and site plan processing with the City of Delray Beach, and landscape architecture services, and is currently providing construction phase services.

Districtwide Traffic Operations Studies, FDOT District Six — Project analyst for a contract focusing on the development of various traffic operations and safety studies for both intersections and arterials within the District. Task Work Orders under this contract consist of traffic operations studies including signal and left-turn phase warrant analyses, data collection, traffic signal and arterial analyses, and safety tasks including fatal crash reviews and high crash site safety studies.

Frenchman's Reserve Signal Warrant Analysis, Palm Beach Gardens, FL — Project analyst. Determined if MUTCD signal warrant criteria would be met based on projected future traffic volumes at the intersection of Prosperity Farms Road and Hood Road.

Eric Regueiro, P.E., ENV SP

Civil/Traffic and Transportation Engineer

RELEVANT EXPERIENCE

California State University, Sewer Replacement Projects (6 sites), Long Beach, CA
Kimley-Horn provided civil design services for replacing six damaged sewer lines on the campus. Plans were prepared to show protect-in-place, removal, new construction and replacement information for the construction of the new sewer lines. It identified sewer inverts and key crossings details, and points of connection. Kimley-Horn also provided assistance determining probable costs for civil engineering items and appropriate specifications.

Phase II Grade Separations PS&E, Fullerton Road Grade Separation, City of Industry, CA — Project engineer. Kimley-Horn is a subconsultant to Biggs Cardosa Associates, Inc. providing preliminary engineering and final design PS&E services for a new underpass. Kimley-Horn serves as the primary civil engineer encompassing all roadway design, railroad design/coordination, utility relocations, traffic studies, oversight of the stormwater pump station design, and other site civil related components. The project scope includes alternatives analysis to further develop the preferred alternative in coordination with the previously prepared environmental studies and final design PS&E. Primary project components include lowering two major arterials, an 80-foot-wide embankment to raise the UPRR tracks, two bridge structures (one for UPRR tracks and another to grade separate the adjacent frontage road); 60- and 72-inch storm drain relocations and stormwater pump station; and major utility relocations (54-inch sewer, 30-inch high pressure gas, 24-inch reclaimed water, electrical transmission lines, etc.).

Preliminary Engineering and Environmental Documentation for 17th Street Grade Separation Project, Orange County, CA — Project engineer. Kimley-Horn is currently executing the preliminary engineering and environmental documentation phase work for a proposed grade separation of 17th Street, a major east-west arterial in the City of Santa Ana, with the Metrolink (SCRRA) tracks. This rail line is also used by UPRR and BNSF. The project includes depressing 17th Street and Lincoln Avenue to create an underpass in a congested community of commercial and industrial uses surrounded by residential development. Various alternatives are being evaluated to raise the tracks and minimize impacts on adjacent properties. This also includes proposed shoofly track options and addressing relocation of existing universal crossovers. The project is planned for federal funding and is therefore undergoing environmental technical studies, with Caltrans as lead agency for NEPA, to support a Categorical Exclusion.

Matlock Road Widening, Arlington, TX — Project engineer. Kimley-Horn has performed several projects for and within the City of Arlington over the years. The most recent roadway project with the City was the widening of an existing north-south 4-lane divided arterial, Matlock Road from Bardin Road, through IH-20 to Mayfield Road. The scope included the design of the inside 5th and 6th lanes along the existing 4-lane divided roadway (approximately 2 miles), intersection capacity improvements including left and right turn lanes, sidewalk and ramp design, water and sewer utility adjustments, traffic signal design, traffic control planning, and landscape and irrigation services. The project also included signal adjustments at the IH-20 frontage road and required TxDOT review and approval. When the plans were at 90%, the project was shelved for over 2 years pending funding. However, property acquisition and franchise utility relocations remained a high priority. Once funding was identified and secured (partially through Tarrant County), Kimley-Horn was committed to meet an aggressive schedule on this now

Special Qualifications

- More than 14 years of experience in civil engineering for roadway and land development projects, with emphasis on street improvement design, pavement condition analysis, grading and drainage, stormwater management, and sewer and water system design
- Technical skills support a wide range of projects, from local roadway improvements to major interchange, grade separation, and regional transportation projects
- Proficient in both of the major design softwares, AutoCAD Civil 3D and MicroStation/InRoads, and is able to design and model roadway plans using the client's preferred CAD software

Professional Credentials

- Bachelor of Science, Civil Engineering, University of California,
- Professional Engineer in Florida and California
- Envision Sustainability Professional

Professional Affiliations

- American Society of Civil Engineers

high-priority project for the City (especially since ROW was clear, and franchise utilities had been relocated). We finalized, reviewed, and delivered the plans in just 2 weeks after given the final notice to proceed, exceeding the City's expectations.

I-10 Bypass PA&ED, Riverside County, CA — Project engineer. Kimley-Horn was selected by the Riverside County Transportation Department (RCTD) to provide preliminary engineering and environmental services (PA&ED) for the I-10 Bypass to connect Hathaway Street to the Morongo Trail, in the City of Banning and within the immediate vicinity of Morongo Band of Mission Indians lands. With Riverside County being one of the highest growth areas in the country, the cities of Banning and Beaumont and neighboring communities have significantly increased travel to attractions in Cabazon as well as the desert communities to the east. When combined with interstate truck traffic and other regional traffic, the single I-10 corridor through this area is more frequently operating near- or over-capacity. As such, an I-10 bypass presents tremendous opportunity to the local stakeholders and regional users of the I-10 Freeway through the Banning Pass. The project will also provide an alternative route if an incident closes the I-10. Kimley-Horn is leading a team of specialists to provide comprehensive environmental services, civil (roadway, drainage, and structural) engineering, and traffic analysis and modeling, environmental studies, EIR/EA documentation and other required services to RCTD. The project ED will be completed through the Caltrans NEPA Delegation process for District 8 and coordinated through the Local Assistance Office. As I-10 Bypass alternatives are anticipated to be within sensitive lands including tribal land, the Kimley-Horn team will coordinate closely with the Morongo Band of Mission Indians, the Bureau of Indian Affairs, local municipalities, Caltrans and a host of additional stakeholders.

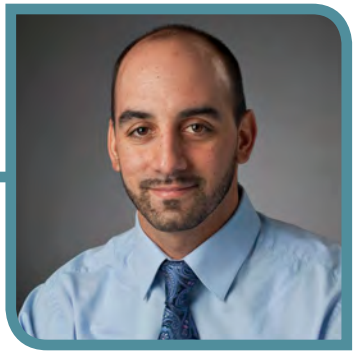
Firestone Boulevard Improvements, Buena Park, CA — Analyst. Kimley-Horn was responsible for the initial planning and final design to widen Firestone Boulevard and improve the intersection at Firestone Boulevard and Artesia Boulevard. The purpose of the project was to increase vehicular capacity and improve truck turning. This intersection is within Caltrans right-of-way with the south leg being the terminus for the northbound entrance and exit ramps for the I-5 Freeway. Close coordination for processing and approvals was required with Caltrans District 12 staff, as the design coincided with the construction phase of the I-5 widening project. Additional coordination was required with Caltrans District 7 to account for their future plans to widen I-5 to the north of this location. Specific components of work included adding dual left-turn lanes; widening Firestone Boulevard for approximately 900 feet; modifications of the existing traffic signal; a new traffic signal to accommodate a future entrance to a development; storm drain modifications and street lighting upgrades. Kimley-Horn provided the traffic operations analysis, preliminary geometric alternatives, environmental studies support and all final design documents.

California State University, New Pedestrian Mall and Repairs to North Deukmejian Way, Long Beach, CA — Project engineer. CSU Long Beach wanted a new pedestrian mall between the Physical Engineering and Engineering Buildings. The project entailed multiple engineering components to reconstruct a pedestrian mall; rehabilitate pavement along the perimeter road (Deukmejian Way); repair concrete damages along the roadway; provide upgrades to meet ADA standards; and replace/upgrade aged utility lines within the area. Roadway improvements along Deukmejian Way will include asphalt concrete pavement replacement, damaged curb and sidewalk replacement, addition of electrical conduits, replacement of the existing storm drain and water main, and the addition of a new sewer main to join the existing campus sewer or stub for future connection to the Los Angeles County Sanitation line. The existing natural gas main from Friendship Walk to Engineering 3 Building will also be replaced. The project was split into three phases to minimize impact on University operations by constructing improvements during the summer months. Pavement rehabilitation included a combination of complete structural section replacement and overlay. Other roadway improvements included realignment, reconstructing curb and gutter to mitigate tree root damages, constructing curb ramps, and reconstructing/upgrading the roadway storm drain system.

Ocean Park Boulevard Complete Green Street Project, Santa Monica, CA — Project engineer. Kimley-Horn provided construction plans, specifications, and cost estimates to complete the design of the Ocean Park Boulevard Complete Green Street Project. The Kimley-Horn team designed improvements to the Ocean Park Boulevard corridor to provide connections between the neighborhoods on the north and south side of Ocean Park Boulevard and create an inviting environment for residents. In addition, Kimley-Horn designed watershed improvements to help reduce pollutants for urban runoff while also reducing the overall volume of stormwater runoff reaching Santa Monica Bay. Scope of work elements include the addition of three proposed crosswalks and overhead beacons, green bike lane and bike boxes, landscaped medians throughout the length of the project, curb extensions and bio-retention areas strategically placed along Ocean Park Boulevard, permeable paving in areas not within public travelways, traffic calming measures such as landscaped medians, pork-chops and curb extensions, and pedestrian level lighting along the thoroughfare.

Stefano Viola, P.E.

Civil/Traffic and Transportation Engineer; Leak Detection Studies



RELEVANT EXPERIENCE

General On-Call Traffic Engineering Services, Fort Lauderdale, FL — Project analyst for general traffic engineering and transportation planning services as part of an on-call contract with the City. Kimley-Horn serves as an extension of the City of Fort Lauderdale staff reviewing traffic impact studies and parking analyses. Projects to date have included peer review of traffic impact and parking studies, site plan review, and representation at public hearings. Additional projects have included development of a corridor study to support lane reductions along SR A1A and development of a Greenways Plan to complement multimodal transportation options within the corridor.

General Traffic Engineering and Transportation Planning Services Contract, Aventura, FL — Project engineer. Kimley-Horn is currently providing general traffic engineering and transportation planning services to City staff as a subconsultant to another firm. Team duties include peer review of traffic impact and parking studies, site plan review, representation at public hearings, and signal design. Additional duties include comprehensive study of various proposed infrastructure modifications, including Aventura Mall access and circulation, William Lehman Causeway interchange justification, US 1 median closure, extension of Miami Gardens Drive (east of US 1/ Biscayne Boulevard) and evaluation of potential railroad crossings.

Continuing Services Contract for Utilities and Infrastructure, Hollywood, FL Project engineer. Kimley-Horn has been serving the City of Hollywood since 2011 on a variety of utility and infrastructure projects including: South Park Road 16-inch Force Main Upgrade; Water Main Replacement Program 11-5110 – Hollywood Blvd. to Pembroke Road, I-95 to S. 26th Avenue; Water Main Replacement Program 12-5114 – Hollywood Blvd. to Pembroke Road, S. 26th Avenue to S. Dixie Highway; and 6-inch to 16-inch Water Main Replacement Program 14-5122 – Hollywood Blvd. to Moffett Street, U.S.1 to Intracoastal Waterway (Phase III). Kimley-Horn's services include design and preparation of construction documents, regulatory assistance, assistance with bid and award of the construction contract, and construction administration services.

Miscellaneous General Civil Engineering Services, Lauderhill, FL — Project engineer. Also provided utility coordination. Kimley-Horn is serving the City of Lauderhill on various roadway/traffic and related storm drainage projects. We have worked with the City on a series of roadway and drainage improvements projects in key areas throughout the City. Specifically involved with the Inverrary Boulevard Resurfacing project; assisting with design and permitting with Broward County and the City of Lauderhill.

Continuing Services Agreement for Planning, Utilities, Engineering, and Roadways, North Bay Village, FL — Project engineer. Kimley-Horn provides general engineering services for the City of North Bay Village on an ongoing basis. Services have included water and wastewater studies, planning, design, permitting, and construction phase services.

Continuing Engineering Services, Miramar, FL — Project manager for Kimley-Horn's general civil engineering, traffic engineering, landscape architecture and park design consulting services to the City of Miramar on an ongoing basis. Areas of assistance include review of traffic impact analyses and parking studies specific to development applications, park design services for the Police Benevolent Association Civic Center Park Expansion, reclaimed water line design, water main design, and site civil engineering. Additional services include involvement as a member of the City of Miramar's land

Special Qualifications

- More than 13 years of engineering experience, including roadway restoration/resurfacing, drainage modeling, water/wastewater utility design, stormwater master planning, preparation of engineering drawings, permitting, and site/plan preparation and review
- Prior to joining Kimley-Horn, served as Sergeant in the United States Marine Corps for five years
- Experience with AutoCAD, WaterCAD, StormCAD, and Cascade

Professional Credentials

- Bachelor of Science, Civil Engineering, Florida International University
- Professional Engineer in Florida

Professional Affiliations

- American Society of Civil Engineers
- Florida Engineering Society

development staff to provide traffic and transportation input to the Planning and Zoning Board and the City Commission for traffic operation issues and proposed development site plans.

Miami Lakes Downtown Phase I and II, and Lake Patricia Roadway Drainage Improvement Projects, Miami Lakes, FL
Project manager and provided permitting and construction phase services; also involved with preparation of construction documents and specifications. Kimley-Horn was involved with the design and permitting services to implement a large roadway and drainage improvement project located in Downtown Miami Lakes. The project area consisted of Bull Run Road from NW 67th Avenue south to Ludlum Road and Miami Lakeway North from NW 67th Avenue to Miami Lakes Drive. It also included Main Street and Meadow Walk from Bull Run to Miami Lakeway North. The capital project included approximately one mile of roadway restoration/resurfacing and drainage improvements in residential/business areas, curbing and sidewalk improvements, a new outfall pipe, swale restoration, signing and pavement markings, and site restoration. The drainage improvements consisted of approximately 3,000 linear feet of exfiltration trench, approximately 2,500 linear feet of HDPE piping, approximately 40 drainage structures and one outfall structure and headwall. Kimley-Horn also provided construction phase services to expedite the project, confirm the project was built in accordance with the design plans, and to minimize impacts to the community during construction. (updated 6/5/17)

Miami Lakeway North Resurfacing and Drainage Improvements, A Federally-Funded Design-Build Project, Miami Lakes, FL
Project engineer and provided drainage design and utility coordination. Kimley-Horn helped the Town obtain more than $600,000 in stimulus funding to construct this roadway and drainage improvement project that includes a portion of Miami Lakeway North between Celebration Point and Miami Lakes Drive and NW 153rd Street from Miami Lakeway North to NW 60th Avenue. The project included drainage system improvements such as new stormwater inlets, a new outfall connection, exfiltration trench for water quantity and quality treatment, new sidewalk, and new pavement markings and signage. Kimley-Horn also provided construction phase services to expedite the project and to confirm that the project was built in compliance with the design criteria.

Miami River-Miami Intermodal Center Capacity Improvement (MR-MICCI), Miami, FL — Served as project engineer. Responsible for the coordination with the permitting agencies for the project, to advance SFRTA's efforts to implement additional track capacity to the existing South Florida Rail Corridor (SFRC) from the end of the existing double track of the SFRC north of NW 46th street to Miami Airport Tri-Rail Station located at the Miami Intermodal Center. Kimley-Horn was tasked with assisting SFRTA in performing agency coordination, providing post public hearing activities required for the National Environmental Policy Act (NEPA) process, and supporting activities necessary to obtain permits for the construction of a new railroad bridge over the Miami River.

Miami-Dade TPO Development of Truck Parking Facilities in Miami-Dade County Phase II, Miami, FL — Project analyst. Kimley-Horn was retained by the Miami-Dade County MPO to conduct a study to distinguish between local and long haul truck parking needs. This came about from a 2010 study that identified an 11,600 space deficiency within the County.

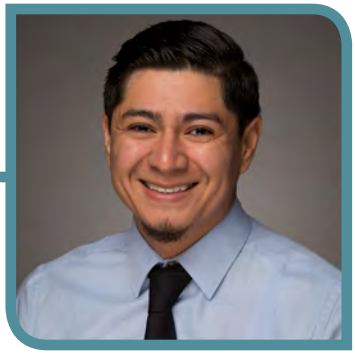
Optimist Park, Miami Lakes, FL — Project engineer. Also provided utility coordination. The Town of Miami Lakes Optimist Park improvements consisted of grant funded improvements identified for Miami Lakes Park as part of the Florida Recreation Development Assistance Program (FRDAP) and land and water grants. The park improvements included the picnic facilities, including two picnic pavilions, a bike path with pathway lighting, a sailboat launch, a fishing pier, light poles, landscaping and irrigation, the renovation of the existing restrooms, resurfacing of the parking lot, a canoe put-in, a water access trail, and renovations to the baseball field, soccer field, and softball field.

16-inch Force Main Rehabilitation Design-Build Project, Construction Administration, North Bay Village, FL — Provided plans preparation for the implementation of the design-build criteria package Kimley-Horn developed for the replacement of the City's wastewater force main system.

24-inch Water Main Route Evaluation Report and Design, West Palm Beach, FL — Project engineer. Also provided utility coordination. As a result of the Florida Department of Transportation (FDOT) relocating the Flagler Memorial Bridge, the City of West Palm Beach was required to relocate an existing subaqueous 24-inch water main that conflicted with the new bridge location. To implement the most beneficial relocation route for the City, Kimley-Horn developed a water main route evaluation report. The project included evaluating four alternative water main alignments to cross the Intracoastal Waterway from the City of West Palm Beach to the Town of Palm Beach. The report discussed community impacts, constructability, permit feasibility, and a recommendation to proceed with a preferred water main route.

Carlos Florian, P.E.

Civil/Traffic and Transportation Engineer



RELEVANT EXPERIENCE

SE 17th Street and N Federal Highway, Fort Lauderdale, FL — Project engineer. Kimley-Horn is providing professional engineering services for this mixed-use project that is proposed to include 242 residential units and approximately 37,000 square feet of retail space. Kimley-Horn's responsibilities include site plan approval, site plan and plat amendment assistance, and preliminary civil engineering drawings.

Westside Blueway Trail Phase II, Miami Gardens, FL — Project analyst. Kimley-Horn performed all the necessary planning and design services for the development of the Westside Blueway Trail inclusive of the site amenities and furnishings. The firm was also tasked with providing full construction documents and specifications as required for the bidding, construction observations, and administration of the project.

Welleby Park Expansion, Sunrise, FL — Project engineer. The City of Sunrise retained Kimley-Horn for improvements to Welleby Park located at NW 44th Street and Hiatus Road within the City of Sunrise. Kimley-Horn will provide conceptual design for two options for the park redevelopment to be presented at a public presentation meeting. Our team will refine the concept design and prepare design plans, including paving and drainage plans, utility plans, and signing and marking plans.

General Consulting, Palmetto Bay, FL — Project analyst. Kimley-Horn is working with the Village of Palmetto Bay as a general consultant to provide all types of engineering such as transportation, general civil engineering, and planning services.

SW 67th Avenue Design, Davie, FL — Project engineer for an extension of the Town's existing roadway from NW 41st Court south to Orange Drive. The expansion provided approximately 1,400 linear feet of a new 2-lane roadway that included roadway swales and exfiltration trench for drainage. Along with the roadway and drainage improvements, the project included an 8-foot-wide sidewalk addition to improve pedestrian and equestrian traffic through the Town. Once completed the project will provide additional access to the area schools and help alleviate the traffic on Davie Road extension.

Civic Center Park Expansion, Miramar, FL — Project engineer for Civic Center Park previously known as the Police Benevolent Association Park a 1 acre parcel that was given to the City as part of a Broward County Land Stewardship Program "Park for People" grant to redevelop the site while implementing "green construction" as a neighborhood park. The site is located adjacent to the City Aquatic Park West in Miramar, Florida. As part of the grant program it required that the redesign include green components such as recyclable material, environmentally beneficial landscape practices utilizing native plants, environmentally sound and water saving fixtures, irrigation technologies and interpretation/public education signage. The park improvements included a walking path with exercise stations, a pavilion, playground with tables, landscaping, irrigation, solar powered bollard lighting, a lighted parking lot and surface parking improvements.

OB Johnson Park, Hallandale Beach, FL — Project analyst for master planning, landscape architecture, engineering design, and permitting services, as well as construction observation and administration for this 6.4-acre park. The park included a 42,000 SF multigenerational facility that included a teen center, indoor basketball courts, after school and senior programming, exercise room, administrative offices, and other

Special Qualifications

- Project engineer with more than eight years on-site construction inspections experience in paving and grading, underground pipe installations, stormwater erosion and sedimentation control, and sanitary sewer lift stations
- Managed, updated, and successfully met design and permitting schedules with critical timeframes
- Experienced in bidding and contracting design work throughout South Florida
- Permitting experience in various agencies throughout South Florida
- Software experience includes AutoCAD, Stormwater modeling utilizing SFWMD Cascade Flood Routing and InterConnected Pond Routing (ICPR), and sanitary sewer lift station design and calculations

Professional Credentials

- Bachelor of Science, Civil Engineering, Florida International University
- Professional Engineer in Florida

accessory uses for computer and dance classes, food distribution, and other programming for all ages. The exterior park amenities included a walking trail, playground, tennis courts, a field house, and a football/soccer field. Additionally, the park improvements included a centrally located surface parking lot, site infrastructure and landscaping.

Plantation General Hospital Replacement, Davie, FL — Project engineer. Kimley-Horn is providing civil engineering, traffic engineering, and landscape architecture services for this project. The new hospital located on the Nova Southeastern University campus will consist of a 200-bed hospital, a 1300-1500 space parking garage, and a medical office building. Specific services include off-site improvement coordination, a parking study, north/south internal drive analysis, Central Broward Drainage District (CBDD) variances, and site plan entitlements assistance.

Stormwater Master Plan Update #3, Miami Lakes, FL — Project engineer. Kimley-Horn has completed two updates to the Town's original stormwater master plan, and is currently working on a third update. The Stormwater Master Plan Updates provide the Town with a comprehensive look at completed stormwater improvements throughout the Town and provides an update to the CIP and a reprioritization of remaining stormwater work. Since incorporation, Kimley-Horn has also provided support to assess the condition of roads, sidewalks, signing, and striping throughout the Town limits. The recommendations from this assessment also included a prioritization of the improvements along with a five-year CIP. To facilitate implementing all identified Town improvements, Kimley-Horn provided construction documents, assisted in obtained bids from contractors to implement the projects, and provided limited construction phase services.

Deerfield Station, Deerfield Beach, FL — Project engineer. Kimley-Horn is providing professional engineering services for this mixed-use project that is proposed to include 226 residential units and 12,000 square feet of office and retail space. Kimley-Horn's responsibilities include site plan and plat amendment assistance, site plan traffic impact study, on-site civil preliminary engineering drawings, and landscape architectural services.

Memorial Hospital Miramar Medical Office Building, Miramar, FL — Project engineer. Kimley-Horn is providing professional engineering services for this medical office building development. This project includes the development of a four-story medical office building and two surface parking facilities. Kimley-Horn's responsibilities include planning, civil engineering, and landscape architectural services.

Stormwater Master Permit, Margate, FL — Project engineer. The Margate CRA selected Kimley-Horn to prepare a conceptual stormwater master plan for their 43.7-acre downtown area. The project area included a complete stormwater system re-design to incorporate the proposed development, which will include garden style apartments, townhomes, mid-rise condominiums, civic uses, and commercial developments. The project also included the preparation of a master drainage model (created using the ICPR software), an evaluation of the existing drainage system within this area, the creation of drainage basin delineations and maps, a complete hydraulic/hydrologic analysis of the area, and the proposed master conceptual drainage improvement plans. Kimley-Horn was successful in obtaining a new conceptual permit through the Broward County Surface Water Management Section, as well as a new conceptual ERP permit through the South Florida Water Management District.

Tori Bacheler

Environmental Engineer

RELEVANT EXPERIENCE

Environmental Services for Cross Prairie Parkway and Tohoqua West, Osceola County, FL — Environmental scientist responsible for extensive GIS mapping and data analysis in support of the Section 404 Dredge and Fill Application for the Programmatic Authorization from US Army Corps of Engineers. Kimley-Horn prepared the Section 404 Application including a detailed Alternatives Analysis, GIS mapping and evaluation of wetlands and potential listed species issues and supported the County in responding to the Request for Additional (RAI) information. The RAI included detail review of the impacts resulting from the other DRIs as well as additional avoidance and minimization discussion. USACE was able to issue the Tohoqua DRI permit following the Public Notice period for the County's application.

Citizen Kane Environmental Services, Brevard County, FL — Environmental scientist responsible for conducting wetland delineations, Everglade snail kite surveys, and assisting with environmental permitting. Kimley-Horn provided services for wetland delineation, wetland assessment using ratios, environmental resource and U.S. Army Corps of Engineers (USACE) permitting, wetland mitigation coordination with USACE, and species coordination with the US Fish and Wildlife Service (USFWS) and Florida Fish and Wildlife Commission (FWC) for this 165.5-acre distribution center in Cocoa, Florida. Wetland impacts had previously been approved by the St. John's River Water Management District (SJRWMD) and mitigation had been completed in the form of permittee responsible offsite mitigation. However, wetland impacts had not occurred on-site. Kimley-Horn's environmental staff assessed the previously constructed mitigation area using ratios, and obtained approvals from USACE for the use of the offsite mitigation area to offset impacts to approximately 44-acres of wetlands. Aspects of permitting included alternatives analysis, design plans, wetland mitigation coordination, and threatened and endangered species surveys. Kimley-Horn was also responsible for the stormwater design and modification of the existing Environmental Resource Permit (ERP). The stormwater management system was designed to reduce wetland impacts and preserve an existing bald eagle nest on-site. Through these design modifications and extensive coordination with USFWS the firm's environmental staff was able to obtain approvals from USFWS to continue agency permitting without the issuance of a USFWS Eagle Take Permit.

Old Lake Wilson Road Natural Resource Assessment, Celebration, Osceola County, FL — Environmental analyst for this project located in Central Florida. Kimley-Horn's team of environmental professionals completed a Natural Resource Assessment (NRA) to characterize the existing conditions of the property relative to the threatened and endangered species and their habitat, ecological communities, land cover and vegetation, wetlands, soils, hydrology, archaeological and historical resources, and floodplains. Tasks associated with this project included a site investigation; the review of readily available documentation including previous environmental studies, permits, and listed species information; the review of existing GIS databases regarding known occurrences of listed species on and in the vicinity of the subject property; the review soils maps and aerials and map existing on-site wetland and surface water features; and meetings with the US Fish and Wildlife Survey to discuss potential impacts to sand skinks and determine appropriate survey methodology.

Special Qualifications

- Experience working with municipal, state and federal agencies such as the U.S. Army Corps of Engineers and Water Management Districts
- Has six years of experience conducting wetland delineations, Florida scrub-jay surveys, gopher tortoise surveys and relocations, sand and blue-tailed mole skink coverboard surveys, Johnson's seagrass surveys, crested caracara surveys, wood stork, Florida sandhill crane, Florida burrowing owl, and protected wading birds surveys
- Experience conducting Efficient Transportation Decision Making (ETDM) Programming Screenings for FDOT and FTE projects
- Experience with NEPA documentation (Environmental Assessments, Categorical Exclusions, Natural Resource Evaluations, Contamination Screening Evaluation Reports, Section 4(f) Determination of Applicability)
- Experience with environmental permitting for a vast array of projects, including seawalls and docks, utility installations, transportation improvements, residential and commercial development
- FWC Certified Gopher Tortoise Agent (Survey)
- Advanced SCUBA diver with over 100 logged dives and certifications in Cavern Diver, Nitrox, and AAUS pending certification

Professional Credentials

- Master of Science, Marine and Environmental Biology, Nicholls State University
- Bachelor of Science, Wildlife Ecology and Conservation, University of Florida

Relevant Experience, continued

SW 10th Street PD&E Study (Sawgrass to I-95), Broward County, FL — Environmental scientist responsible for conducting gopher tortoise survey, habitat mapping, and writing and submittal of NEPA documentation (Natural Resources Assessment, Socio-cultural Effects Report, Section 4(f) Determination of Applicability Report, Contamination Screening Evaluation Report, and Categorical Exclusion Report), and public involvement. This project includes the widening of an already existing roadway in Deerfield Beach, FL. SW 10th Street provides a link between the Sawgrass Expressway, Florida's Turnpike, and I-95, therefore serving as an important arterial roadway for local residents and commuters.

C-475 SCOP Project Design and Permitting, Sumter County, FL — Environmental analyst responsible for conducting site visit to delineate wetlands and determine listed species usage, which included a 15% gopher tortoise survey. Duties also included submittal and coordination of the Environmental Resource Permit. Kimley-Horn was retained by Sumter County to provide design and permitting services for this 4.7-mile stretch of C-475. The scope of this project includes milling and resurfacing of existing asphalt; paved shoulder, edge-line rumble strips, and centerline raised pavement marker additions; updated signage; evaluation of existing left-turn lanes; mitered end sections at side drain and cross-drain locations; a No Passing Zone study and supporting centerline striping; and box culvert replacements with subsequent hydrological studies. Other services the Kimley-Horn team is providing include permitting (environmental field permitting); field survey; geotechnical investigations; and bid document preparation. Our environmental services include site characterization, listed species review, and wetland delineation in preparation for the project's proposed Environmental Resource Permit (ERP) application; wetland permitting with the Southwest Florida Water Management District (SWFWMD); and wetland permitting with the US Army Corps of Engineers. The team is also providing a 100% gopher tortoise survey as part of this project.

Districtwide ETDM Support, FDOT District Four — Environmental scientist responsible for conducting several ETDM Programming Screenings within Palm Beach County and Broward County. Projects included 10th Avenue North/I-95 Interchange, Atlantic Avenue Widening, and Lantana Road/I-95 Interchange. ETDM screening included creating project description and purpose and need; review local comprehensive plans and Long Range Transportation Plans; review funding within the Transportation Improvement Program and State Transportation Improvement Program; digitize project within ETDM to run GIS analysis within the Environmental Screening Tool (EST); prepare sociocultural effects evaluation reviews; prepare Advance Notification package; review and respond to Environmental Technical Advisory Team (ETAT) comments, assigning Degree of Effect (DOE) for each category, and preparing the ETDM Programming Screen Summary Report.

CR 525E Extension Design and Permitting, Sumter County, FL — Environmental analyst. This project involves design and permitting associated with a new approximately one-mile roadway extension to support regional transportation connectivity and economic growth. Design plans and permits were obtained for the first two lanes of a future four-lane road section. Services included surveying and mapping, geotechnical explorations, environmental assessments and permitting, roadway design and construction plans, permitting, and bid documents and assistance. The project was designed as two lanes of the ultimate four-lane buildout configuration identified to be needed to support future traffic growth associated with a new interchange connection at CR 514 at I-75. Kimley-Horn will also be providing engineer of record services during construction. At the completion of Phase 1, Kimley-Horn was retained to prepare design plans and permits for Phase 2 of the project, which will extend the roadway to US 301 and includes permitting with CSX for a new railroad crossing.

St. Lucie County Mosquito Control District, Ft. Pierce, St. Lucie County, FL — Environmental scientist responsible for water quality sampling, wildlife surveying and monitoring report preparation. For this restoration project, the wetlands were impounded and reconnected to the Indian River Lagoon (IRL) via culverts installed through the impoundment dike. The reconnection of the wetlands via culverts installed in the dike, combined with artificial flooding during the low-water, summer season, allows constant or intermittent flooding of the wetland floor which reduces mosquito habitat availability for the salt marsh mosquito. The project will result in mosquito control and wetland restoration. Kimley-Horn performed a resource survey, including SAV, prepared the ERP application, and coordinated with the FDEP and USACE during permitting.

Tom Fucigna

Environmental Engineer

RELEVANT EXPERIENCE

Tom worked on the following projects prior to joining Kimley-Horn:

Airports — Wetland delineations, federal, state and local permitting, protected species and wildlife surveys, management plans and relocation, and forestry management assessments for airport projects including Palm Beach County General Aviation Airport, St. Lucie County International Airport, and Fort Lauderdale/Hollywood International Airport, North Perry General Aviation, Pompano Airpark and Fort Lauderdale Executive Airports in Broward County, Florida, FL.

Roadways — Wetland delineation, environmental assessment, and protected species management plans in support of PD&E studies and environmental regulatory permitting of roadway corridor projects including Hagen Ranch Road, Florida Atlantic Boulevard, Forest Hill Boulevard, Dixie Highway and Lyons Road in Palm Beach County, Hiatus Road in Broward County; and SR A1A in St. Lucie County, FL.

Land Development — Cover type mapping, wetland delineation and mitigation plans, wildlife and protected species assessments management plans and relocations, preserve area management plans, environmental regulatory permitting, Phase I Environmental Site Assessments, expert witness testimony. Representative projects include: Palm Beach International Equestrian Center, Wellington Countryplace, Grand Prix Farms, Florida Atlantic University, Wellington Green Mall, The Bears Club, Jupiter Country Club, Frenchman's Harbor, Frenchman's Reserve, Golden City at Highland Beach, and The Breakers Golf Course in Palm Beach County; St. Lucie West DRI and Riverland DRI in St. Lucie County; Orchid Landing, in Indian River County; the 2,380-acre Atlantic Preserve site and Willoughby, in Martin County; and Pembroke Falls in Broward County, FL.

NEPA Documentation — Managed or participated in preparation of Environmental Impact Statements and Environmental Assessments for U.S. Department of the Navy, and NCDOT. Project manager for assessment of cumulative impacts to coastal NC, and field manager for comprehensive environmental inventory including extensive habitat mapping, wetland delineation, and wildlife and fishery surveys for the Draft EIS for 40,000 acre expansion of Marine Corps Base Camp Lejeune, NC. Project manager for EA studies and documents for Construction and Operation of a 50-Unit Navy Lodge at Naval Station Mayport, FL, and Purchase and Continued Operation of The Large Cavitation Channel, Memphis, TN. Fishery and wildlife studies in support of alternatives routes analysis, Conway Outer Bypass, Myrtle Beach, NC.

Wetlands — Wetland delineation and habitat mapping, environmental regulatory permitting, mitigation area monitoring and vegetation management plan implementation, annual reports and maintenance recommendations. Representative projects include: the City of Miramar Waste Water Treatment Plant in Broward County; Jupiter Hills Country Club and the 3,000-acre Bridge Road South site in Martin County; Thousand Oaks Community Development District, City of Riviera Beach Mangrove impact site, City of Palm Beach Gardens Golf Course and UTC/Pratt & Whitney, in Palm Beach County; City of Port St. Lucie Emergency Relief Canal and Equalization Pipes site in St. Lucie County; and Kings Bay Naval Station, GA.

Special Qualifications

- Senior project manager and environmental scientist with 21 years of experience
- Environmental assessment, natural resource definition, habitat mapping and impact assessment in upland, wetland, coastal and offshore habitats.
- Protected species surveys, habitat management plans, permitting and relocation plans
- Permit feasibility and alternatives assessment studies
- Team member, experienced in planning, design, environmental regulatory permitting and construction of multi-disciplinary public and private projects
- Wetland delineation, permitting and mitigation plans
- Preparation of Environmental Impact Statements and Environmental Assessments, permit applications, and reports summarizing study results and recommendations
- Experienced in AutoCAD and management of GIS-based studies and work products

Professional Credentials

- Bachelor of Science, Marine Sciences, Southampton College of Long Island University
- Florida Fish and Wildlife Conservation Commission Authorized Gopher Tortoise Agent Permit Number GTA-09-00224E
- State of Florida Aquatic and Natural Areas Commercial Pesticide Applicator License
- National Registry of Environmental Professionals Certified Florida Environmental Assessor
- United States Coast Guard 100-ton Uninspected Vessel Captain's License
- Professional Association of Diving Instructors Advanced Open Water Scuba Diver

Relevant Experience, continued

Protected Species — Protected species surveys, habitat assessments and management plans, Section 7 consultation and relocation permitting of a variety of species, including gopher tortoise, burrowing owl, scrub jay, bald eagle, redcockaded woodpecker, wading birds, caracara, woodstork, indigo snake and manatee. Representative projects include: City of Palm Beach Gardens Regional Park, City of Lantana AG Holly Park, Abacoa, Jonathan's Landing and South Gardens Apartments, Palm Beach County; Loblolly and Mariner Sands, Martin County, Avalon, in Broward County; and Grand Harbour North, in Indian River County, FL.

Environmental Assessment — Due diligence or pre-permit application vegetation cover type mapping and inventories, surveys to determine presence of listed species, and preparation of summary reports and determination of environmental regulatory permitting requirements, for residential, commercial or public projects, such as the South County Reclaimed Water Transmission Pipeline corridor, Pompano Park DRI site, FPL Windmill and Rolf substations, and Florida Atlantic University Research & Development Park in Palm Beach County, FL.

Marinas, Ports, and Coastal Management Plans — Seagrass and mangrove surveys, permitting, turbidity monitoring, manatee protection plans, mitigation plans, permitting feasibility assessments, and alternatives analysis for coastal construction projects, including: City of Pompano Beach commercial marina and public dock; a dredging feasibility study for Mar-a-Lago; a temporary 222-slip marina for the Miami Boat Show; 50+ slip Perico Island Marina in Manatee County; Port Everglades Inlet Management Plan, and a coastal management alternatives assessment study for the Town of South Palm Beach, FL.

Landfills — Wetland impact assessment and regulatory permitting, contractor coordination, construction monitoring and success monitoring for freshwater and estuarine mitigation sites at the Broward County Southern Resource Recovery Plant and Ash Landfill and Broward County Interim Contingency Landfill. Wetland delineation, scrub jay surveys and habitat management, gopher tortoise survey and relocation for the Fairwinds Golf Course landfill closure in St. Lucie County, FL.

Phase I Environmental Site Assessments — Conducted research and provided reports rendering an opinion regarding potential occurrence of soil or groundwater contamination for various sites, including Wellington Countryplace, Equestrian Village, White Horse Tavern, International Polo Club Wellington, in Wellington, FL and Palm Beach Gardens Regional Park, FL.

Jonathan Haigh, PLA, ASLA

Landscape Architectural Services

RELEVANT EXPERIENCE

NE 125th FDOT Planting Grant Project, North Miami, FL — Project manager. Kimley-Horn was retained by the City of North Miami to develop a tree planting design for the 125th Street/123rd Street corridor between Griffin Boulevard and the east bank of the Broad Causeway Bridge –approximately 2.6 miles. There will be approximately 120 trees and palms, 200 shrubs/groundcovers, and sod to be accommodated in the design. Plans will be developed to meet FDOT requirements for limits of clear sight, horizontal offsets, and other pertinent design standards and specifications, as well as landscape watering and maintenance chart and opinion of probable construction cost.

Miami Lakeway North Resurfacing and Drainage Improvements, A Federally-Funded Design-Build Project, Miami Lakes, FL — Landscape architect. Kimley-Horn assisted the Town in obtaining more than $600,000 in stimulus funding to construct this roadway and drainage improvement project that includes a portion of Miami Lakeway North between Celebration Point and Miami Lakes Drive and NW 153rd Street from Miami Lakeway North to NW 60th Avenue. Prior to obtaining the stimulus funding, Kimley-Horn assisted the Town in becoming Local Agency Program (LAP) certified so that the Town would be eligible to obtain the stimulus funding. Our team developed a design criteria package—in compliance with Federal funding criteria—which resulted in securing the stimulus funding and award of the project to the design-build team. The project included drainage system improvements such as new stormwater inlets, a new outfall connection, exfiltration trench for water quantity and quality treatment, new sidewalk, and new pavement markings and signage. Kimley-Horn also provided construction phase services to expedite the project and to confirm that the project was built in compliance with the design criteria.

Regatta Park, Miami, FL — Landscape architect for the Kimley-Horn team that provided landscape architecture services for Regatta Park, a new 15-acre waterfront passive park that will transform the underutilized waterfront into a more cohesive and vibrant public space connecting the general public to the waterfront. The main features of the park include the Expo Lawn, Regatta Lawn, Tropical Gardens, Promenade, Multi-use Path Connector, Tree Alee, and Children's Play Area. Kimley-Horn was tasked with the landscape architectural and civil engineering design of the park from concept through construction administration.

Westside Blueway Trail Phase II, Miami Gardens, FL — Landscape architect on the Kimley-Horn team performed all the necessary planning and design services associated with the development of the Westside Blueway Trail, inclusive of the site amenities and furnishings. The firm provided full construction documents and specifications as required for the bidding, construction observations, and administration of the project.

Black Creek Trail Segment A Construction Documents, Miami-Dade County, FL Landscape architect on the Kimley-Horn team that prepared construction documents for this 9.1-mile, multi-use greenway trail in southern Miami-Dade County. Kimley-Horn was responsible for all phases of this project ranging from programming and schematic design through construction phase services. We assisted the Miami-Dade County Parks and Recreation Department (MDPR) in identifying potential trail alignments, amenities, trailhead locations, and neighborhood connections. We coordinated with numerous stakeholder groups, including utilities, local governments, and permitting agencies. Our

Special Qualifications

- Has 24 years of experience as a practicing professional landscape architect
- Skilled designer with park-related project experience throughout the Southeast United States: eight community parks of 60 acres and greater, more than 20 passive parks of varying size, and more than 50 miles of dedicated greenways
- Experienced in applying a practical and budget-friendly, yet creative design approach to each project
- Proficient in applying sustainable principles in project design and incorporating the design of Florida-friendly landscapes and water-efficient irrigation systems

Professional Credentials

- Bachelor of Landscape Architecture, Landscape Architecture, University of Arkansas
- Professional Landscape Architect in Florida

Professional Affiliations

- American Society of Landscape Architects (ASLA), Past President
- Florida Recreation and Parks Association

Relevant Experience, continued

design incorporated a non-motorized trail and linear park design within the Black Creek Canal (C-1) right-of-way owned by the South Florida Water Management District (SFWMD). Key challenges on this project that we addressed included slope stability near the canal bank, crossing several major roadways (including a six-lane section of US 1), and working within SFWMD design standards for permitted use of their right-of-way.

Continuing Landscape Architecture Services, Delray Beach, FL — Project manager and landscape architect. Kimley-Horn has been repeatedly selected to provide on-call landscape architecture services to the Delray Beach CRA. In our many years of work for the CRA, Kimley-Horn's multi-disciplined staff of planners, landscape architects, engineers, and environmental scientists collaborated on several projects to complete multi-phased projects for the CRA. These projects included various studies and development of concept plans that involved public involvement programs to build consensus within the community, along with successful collaboration between CRA and City staff. Kimley-Horn has successfully taken a variety of landscape architecture and streetscape design projects to the final design phase to help the City realize its vision.

Clematis Streetscape Improvements, West Palm Beach, FL — Project manager and lead landscape architect. Kimley-Horn is providing landscape architecture and civil engineering services as part of the team designing improvements to the 300 block of Clematis Street in downtown West Palm Beach. After several public input meetings with Clematis Street merchants, stakeholders, residents, and visitors, the City Commission voted to implement recommendations from the design team to implement a transformative change to this destination street in downtown West Palm Beach. The design features a paver-covered, curbless street with narrowed travel lanes, premium paver sidewalks, permeable paver parking spaces, custom-designed seating areas, and a landscape featuring large Live Oaks to provide significant shade for pedestrians. The design features the City's first implementation of suspended pavement systems, which, in combination with Structural Soil, will provide a significant root zone space for the Live Oaks to thrive. Kimley-Horn provided engineering services for the relocation of a water line as well as providing an improved drainage solution, unique to the curbless street. The entire project was designed under an accelerated schedule that started in December and required to the project to be constructed before November of the following year. The project is under construction and scheduled to be substantially complete before the end of October.

Tamarind Avenue Streetscape, West Palm Beach, FL — Project manager and landscape architect. Kimley-Horn worked with the City of West Palm Beach to perform streetscape design improvements to the Tamarind Avenue corridor between Palm Beach Lakes Boulevard and 25th Street that included landscape islands, new street trees and plantings, irrigation, and decorative crosswalks and intersection treatments. Curbing and stormwater upgrades as well as re-grading of the intersections will be performed as part of this project. The intersection treatments included a baseball-themed intersection design that encompasses the entire 20th Street intersection as a tribute to the days when Hank Aaron, Jackie Robinson, and Satchel Paige played baseball in this neighborhood a half-century ago.

Fern Street Streetscape and Complete Streets Design, West Palm Beach, FL — Project manager and landscape architect. civil engineering and landscape architectural design services for this project, which features complete street pedestrian and bicycle enhancements within portions of the Fern Street corridor between Tamarind Avenue and Flagler Drive in Downtown West Palm Beach. The design program includes curbside bioswale planters, pedestrian-level lighting, replacement of portions of existing sidewalk to remediate pedestrian hazards, restriping of the roadway to better organize parking and add a combination of dedicated bike lane and shared-use bicycle markings (sharrows), and decorative crosswalks.

Lincoln Park at FITTEAM Ballpark of the Palm Beaches, West Palm Beach, FL — Landscape architect. Kimley-Horn provided civil engineering services for the development of Lincoln Park at the FITTEAM Ballpark of The Palm Beaches, in West Palm Beach, Florida. The 12.2-acre City of West Palm Beach park is at the southwest corner of the spring training facility and was donated to the City by Palm Beach County and was constructed by the Houston Astros and Washington Nationals. Kimley-Horn was the prime consultant on the project and provided on-site civil engineering, landscape architecture, permitting, and construction phase services. Kimley-Horn also directed the subconsultants that performed the architecture, landscape layout, survey, and sewer system design.

Stephen Feccia, PLA

Landscape Architectural Services

RELEVANT EXPERIENCE

NW 64th Avenue from Sunset Strip to Oakland Park Boulevard, Sunrise, FL
Landscape architect. The City of Sunrise applied for a $927,000 Transportation Alternatives Grant administered by the Florida Department of Transportation to construct bicycle lanes and street improvements on NW 64th Avenue from Sunset Strip to Oakland Park Boulevard. The City retained Kimley-Horn for design services for landscape, lighting, drainage, pedestrian and bicycle enhancements. This includes developing schematic design, design development, permitting, and construction documents. Additionally, Kimley-Horn environmental scientists will review natural, social, and physical resource data in the area and complete a Type 1 and Programmatic Categorical Exclusion (CE) checklist.

SR A1A Complete Streets Design, Hollywood, FL — Landscape architect of the Kimley-Horn team serving the City of Hollywood to help reduce the number of travel lanes and incorporate Complete Streets elements within the corridor between Hollywood Boulevard and Sheridan Street. The concept plans will include a reduction of speed, improving safety for vehicles, pedestrians, and bicyclists; wider sidewalks, buffered bicycle lanes, and designated loading zones; and improved street furniture, landscaping, and signage. The team will also provide traffic signal/roundabout analysis, driveway access review, emergency vehicle access review, meetings and coordination, and permitting services. Part of the project includes preparation of pilot plans/temporary implementation construction plans (to be permitted from FDOT) to allow the public to experience the lane reduction on a trial basis to test its effectiveness prior to making it permanent.

Rosemary Avenue (CityPlace) Streetscape Improvements, West Palm Beach, FL
Landscape architect. Kimley-Horn was retained to provide landscape, hardscape, and irrigation design services to enhance revise the Rosemary Avenue and Hibiscus Street corridors from Okeechobee Blvd. throughout CityPlace as part of the rebranding transition to Rosemary Square. Streetscape improvements include narrowing the travel lanes, eliminating on-street parking, creating fluid pedestrian transition areas, and raising the road to create a curb-less street. A series of decorative pavers were selected for surface treatments that were strategically arranged to delineate pedestrian and vehicular areas, while cohesively unifying the project. A plethora of site amenities were also proposed including a custom seatwall, benches, bike racks, and bollards. This will include paver block driving surfaces, pedestrian paths, and other landscape and hardscape treatments. Additional plans are being considered for Rosemary Avenue from Hibiscus to Evernia Street.

Historic Miramar Complete Streets, Miramar, FL — Landscape architect for the development of design concepts and a phasing plan for the City to implement their Complete Streets vision utilizing a Broward County Redevelopment Program grant. Opinions of probable construction cost were developed in support of the phasing plan, along with a narrative detailing the design and cost differences between the initial grant application and current anticipated construction pricing. The Complete Streets improvements, designated for the 255-acre project area, include 7 miles of sidewalk improvements with accessible ramps and crosswalks, potential biking facilities, decorative crosswalk treatments, street trees, sodded swale improvements, irrigation, and pedestrian level lighting.

Special Qualifications

- Serves public sector clients as project manager and lead landscape architect for streetscape & complete street developments, public safety facilities, parks, and mixed use spaces.
- Accomplished in implementing productive problem solving, critical analysis, and innovative strategies to facilitate the production of comprehensive analysis, design development, and construction documents
- Proven ability to apply practical and budget friendly, yet creative solutions to each project
- Proficient in applying sustainable principles in project design and incorporating the design of Florida-friendly landscapes and water-efficient irrigation systems
- Experienced in facilitating and executing FDOT Beautification Grant applications and construction documents for landscape enhancements along state highways in local municipalities.
- Experienced in assisting with the development of municipal wayfinding programs and translating into construction documents

Professional Credentials

- Bachelor, Environmental Horticulture, University of New Hampshire
- Master of Landscape Architecture, Landscape Architecture, Florida International University
- Professional Landscape Architect in Florida

Professional Affiliations

- American Society of Landscape Architects

Relevant Experience, continued

Doral Legacy Park (NW 114th Avenue Park), Doral, FL — Landscape analyst on the Kimley-Horn team that prepared the conceptual plan and construction plans of an 18-acre park located on the corner of NW 82nd Street and NW 114th Avenue. The concept for the park consists of two adjacent sites with both active and passive recreational amenities. Park amenities include the following recreational components: community center building, baseball fields, tennis courts, basketball courts, sand volleyball, soccer fields, playground, multi-use field, walkways, boardwalk, and wetlands.

OB Johnson Park, Hallandale Beach, FL — Landscape architect for master planning, landscape architecture, engineering design, and permitting services, as well as construction observation and administration for this 6.4-acre park. The park included a 42,000 SF multigenerational facility that included a teen center, indoor basketball courts, after school and senior programming, exercise room, administrative offices, and other accessory uses for computer and dance classes, food distribution, and other programming for all ages. The exterior park amenities included a walking trail, playground, tennis courts, a field house, and a football/soccer field. Additionally, the park improvements included a centrally located surface parking lot, site infrastructure and landscaping.

Regatta Park, Miami, FL — Landscape analyst on the Kimley-Horn team that provided landscape architecture services for Regatta Park in the City of Miami, a new 15-acre waterfront passive park that will transform the underutilized waterfront into a more cohesive and vibrant public space that will help connect the general public to the waterfront. The main features of the park include the Expo Lawn, Regatta Lawn, Tropical Gardens, Promenade, Multi-use Path Connector, Tree Alee and Children's Play Area. Kimley-Horn was tasked with the landscape architectural and civil engineering design of the park from concept through construction administration.

Downtown Wayfinding, Boca Raton, FL — Landscape architect for the Kimley-Horn team serving the City of Boca Raton in coordination with the Boca Raton Community Redevelopment Agency to plan and install decorative Wayfinding Signage (in various scales) in the Downtown to direct residents and visitors to various points of interest within Downtown Boca Raton.

Marissa Maring, P.E.

Leak Detection Studies

RELEVANT EXPERIENCE

Water Meter Replacement Program, North Bay Village, FL — Project engineer. The project included development of bid documents to replace all of the Village's existing water meters with new solid-state water meters and to implement and optimize a mobile-based advanced metering infrastructure (AMI) and water loss management system to read meters in an automated and cost-effective manner and to reduce the Village's unaccounted for and non-revenue water. The project also included developing the water meter replacement program, field coordination of existing meters for replacement, furnishing and installing the AMI system software, hardware, automated billing coordination, and providing training and installation support. In addition, the project also included repairing and replacing defective components such as water service connections and water meter boxes.

Westside Blueway Trail Phase II, Miami Gardens, FL — Project engineer on the team performing all the necessary planning and design services for the development of the Westside Blueway Trail inclusive of the site amenities and furnishings. The firm was also tasked with providing full construction documents and specifications as required for the bidding, construction observations, and administration of the project. Kimley-Horn's responsibilities included processing applications for construction permits and securing the necessary approvals through all applicable permitting agencies. One of which was the FDOT LAP approval.

Clematis Streetscape Improvements, West Palm Beach, FL — Project analyst. Kimley-Horn is providing landscape architecture and civil engineering services as part of the team designing improvements to the 300 block of Clematis Street in downtown West Palm Beach. In partnership with the City, the team conducted public outreach so residents and visitors. After several public input meetings with Clematis Street merchants, other area merchants, stakeholders, residents and visitors, the City Commission voted to implement recommendations from the award-winning design team.

Historic Downtown Revitalization, Miramar, FL — Project analyst. The Historic Downtown Revitalization is a streetscape project on Miramar Parkway between SW 68th Avenue to SW 69th Way within the City of Miramar. The project improvements include landscaping, sidewalks, street lighting, ADA improvements at the intersections, and a mid-block pedestrian crossing. Additionally, SW 69th Way had minor flooding issues which were addressed during this project.

Miramar Parkway Streetscape from SW 64th Avenue to SW 68th Avenue, Miramar, FL — Project analyst for this FDOT LAP funded project that involves roadway, landscape, irrigation, and lighting improvements on Miramar Parkway. Additional project improvements include bicycle lanes, drainage modifications, landscaping, lighting, hardscaping, driveway apron regrading, sidewalk replacement, ADA improvements at the intersections, and a mid-block pedestrian crossing/emergency signal modification.

Lakeshore Park Improvements, Miramar, FL — Project analyst. Kimley-Horn was retained by the City of Miramar to provide professional services associated with developing contract documents for Lakeshore Park project. The redevelopment of this 9.38-acre park included the addition of the following park amenities: a picnic pavilion; a shade shelter; an open lawn play space; playground equipment; passive recreation features such as fitness equipment, sitting areas, and drinking fountain; a lighted parking

Special Qualifications

- Has five years of engineering experience, including water/wastewater utility design, water/wastewater/reuse master planning, advanced water treatment processes and facilities design, hydraulic modeling, environmental remediation, preparation of engineering drawings, permitting, and site/plan preparation and review
- Experience with AutoCAD, InfoWater, and ArcGIS

Professional Credentials

- Bachelor, Engineering, Syracuse University
- Professional Engineer in Florida

Professional Affiliations

- American Water Works Association
- Florida Water Environment Association

area; landscaping and irrigation design; and fencing. These new improvements complement the pre-existing tennis, basketball, netball, and racquetball court facilities at the park. The scope included civil and landscaping construction documents, permitting, bidding assistance, and construction phase services.

Civic Center Park Expansion, Miramar, FL — Project analyst for Civic Center Park previously known as the Police Benevolent Association Park a one-acre parcel that was given to the City as part of a Broward County Land Stewardship Program "Park for People" grant to redevelop the site while implementing "green construction" as a neighborhood park. The site is located adjacent to the City Aquatic Park West in Miramar, Florida. As part of the grant program it required that the redesign include green components such as recyclable material, environmentally beneficial landscape practices utilizing native plants, environmentally sound and water saving fixtures, irrigation technologies and interpretation/public education signage. The park improvements included a walking path with exercise stations, a pavilion, playground with tables, landscaping, irrigation, solar powered bollard lighting, a lighted parking lot and surface parking improvements.

Continuing Services Agreement for Planning, Utilities, Engineering, and Roadways, North Bay Village, FL — Project engineer. Kimley-Horn provides general engineering services for the City of North Bay Village on an ongoing basis. Services have included water and wastewater studies, planning, design, permitting, and construction phase services.

Las Olas Boulevard Corridor Improvements, Fort Lauderdale, FL — Project analyst. Kimley-Horn is providing preliminary design, evaluation, and due diligence services for this mixed-use project for the City of Fort Lauderdale Community Redevelopment Agency. The project consists of the redevelopment of several pieces of City property from existing surface parking lots to a new multi-story parking garage; active park and plaza areas; and general open space to enhance the pedestrian and beachgoer experience in the Fort Lauderdale beach area. Las Olas Boulevard is being improved to provide a "Complete Streets" design to better connect the shops, restaurants, and other businesses with the new Oceanside Plaza on the south side of Las Olas Boulevard. The design of Oceanside Plaza includes space for special events such as festivals and concerts; play areas for children; and a convenient porte-cochere drop off. Kimley-Horn is providing the initial site civil engineering design, roadway design, permitting coordination, stormwater, utility, franchise utility coordination, and other services.

Welleby Park Expansion, Sunrise, FL — Project analyst. The City of Sunrise retained Kimley-Horn for improvements to Welleby Park located at NW 44th Street and Hiatus Road within the City of Sunrise. Kimley-Horn will provide conceptual design for two options for the park redevelopment to be presented at a public presentation meeting. Our team will refine the concept design and prepare design plans, including paving and drainage plans, utility plans, and signing and marking plans.

Village Transportation Master Plan, Pinecrest, FL — Project analyst for the development of a Village wide transportation master plan. Project includes the identification, development, and conceptual design of improvements along corridors and intersections focusing on traffic operations, traffic calming, and multimodal enhancements. Tasks include operational analysis, future traffic forecasting, improvement design, public outreach and cost estimating.

OB Johnson Park, Hallandale Beach, FL — Project analyst for master planning, landscape architecture, engineering design, and permitting services, as well as construction observation and administration for this 6.4-acre park. The park included a 42,000 SF multigenerational facility that included a teen center, indoor basketball courts, after school and senior programming, exercise room, administrative offices, and other accessory uses for computer and dance classes, food distribution, and other programming for all ages. The exterior park amenities included a walking trail, playground, tennis courts, a field house, and a football/soccer field. Additionally, the park improvements included a centrally located surface parking lot, site infrastructure and landscaping.

Jason Lee, P.E.

Mechanical, HVAC and Plumbing Engineer

RELEVANT EXPERIENCE

Engineering Services Related to Project Management and Engineering Services, North Miami Beach, FL — Project engineer. Kimley-Horn provided project management and engineering services, including monitoring schedules and budgets, for the projects under this contract. Projects include: Lime Feed Assessment Study; Clarifier Optimization Study; Miami-Dade Interconnect Study; Water Treatment Plant TVSS Analysis; Master Pump Station #4 Force Main Design; and Bell Gardens Force Main Design.

Continuing Consulting Services, Palm Beach, FL — Kimley-Horn provides on-call and project-related services to the Town of Palm Beach in the areas of waste water collection and transmission, stormwater pumping, stormwater collection, roadway improvements, water main improvement, marine facilities, parks and recreation, and future water supply. These services include project development, preparation of construction document, reports, and studies.

Continuing Engineering Services for City of Coconut Creek, FL — Project engineer. Kimley-Horn has been serving the City of Coconut Creek on various projects for more than 10 years. In 2008, we were selected for an on-call continuing engineering services contract.

A-7 Inline Booster Pump Station (20-inch and 24-inch force mains), Palm Beach, FL — Project manager. Provided design services for this sanitary sewer inline booster station which will allow the Town of Palm Beach to discontinue pumping wastewater through a neighboring municipality's force main system to reach the ECR Treatment Plant. The design included influent and effluent force main modifications, construction of three new VFD driven centrifugal wastewater pumps within the dry pit of an existing master lift station, installation of a new emergency generator, and various other station mechanical and electrical improvements. The replacement of an existing piston style compressor system with a new rotary screw compressor system was also designed to continue providing pressurized air to a network of satellite ejector and expelsor style lift stations. The in-line station pumps approximately 5 MGD of the Town's wastewater west to the ECR Treatment Plant. The design included four 2,000-GPM, 35-HP variable frequency driven pumps, an electrical and generator building, a 24-inch influent force main, and a 20-inch effluent force main to route around the existing repump station.

S-2 Master Sanitary Inline Booster Station, Palm Beach, FL— Project engineer for the design, permitting, bid and construction phase services for the conversion of the Town's largest sanitary repump station from a traditional wetwell style station to an inline booster style station. This new station, with a peak capacity of 8-MGD, will allow the Town of Palm Beach to pump wastewater directly into the City of West Palm Beach force main transmission system and allow the abandonment of Lift Station 22 in West Palm Beach. Responsibilities during design phase included the leading the design of the structural modifications to the pump station building, wetwell, hydraulic calculations, pump selection, building mechanical systems that include generator fuel system, generator ventilation, generator exhaust system, generator sound attenuation and building ventilation. Also obtained the Health Dept FDEP permit for the improvements. Responsibilities during construction phase services included shop drawing review, responses to contractor RFIs, field observations, coordination with onsite inspector,

Special Qualifications

- Has 16 years of water resources and utilities engineering experience
- Serves as project manager for the design and construction of numerous utility projects throughout southeast Florida
- Specializes in projects featuring watermains, force mains, sanitary pump stations, stormwater pump stations, and potable water high service pumping stations
- Mechanical engineering design experience includes providing HVAC systems, ventilation system design, sound attenuated generator rooms, fleet fueling stations, and stormwater and sanitary pump stations

Professional Credentials

- Bachelor of Science, Mechanical Engineering, Florida Atlantic University
- Professional Engineer in Florida

Professional Affiliations

- American Membrane Technology Association
- American Public Works Association
- American Water Works Association
- Southeast Desalting Association
- 2009-2010 Palm Beach County Fire Code Board of Appeals and Adjustments

start-up of station that included generator, pumps, electrical equipment and controls, review of project record drawings, and project certification for Health Dept FDEP permit. The design included influent and effluent force main modifications; construction of five new VFD driven centrifugal wastewater pumps within a converted wetwell of an existing master lift station; installation of a new emergency generator; and various other station structural, mechanical and electrical improvements. Once completed, the existing station wetwells will be completely abandoned and a new chemical injection system will be installed to reduce hydrogen sulfide levels in the wastewater prior to discharge into the West Palm Beach force main system.

D-4 Stormwater Pump Station, Palm Beach, FL — Serving as engineer of record and project manager for the design, permitting and bid phase of the project. Responsibilities during design phase included the leading the design of the structural modifications to the pump station building, wetwell, bulkhead, outfall pipe repairs, pump hoist system, hydraulic calculations for the pump discharge outfall, hydraulic calculations for pump intakes following Hydraulic Institutes guidelines, pump selection, building mechanical systems that include generator fuel system, generator ventilation, generator exhaust system, generator sound attenuation and building ventilation. Also obtained the ERP permit modification for the improvements.

D-8 Emergency Stormwater Pumping Station and Collection System Piping (54-inch force main), Palm Beach, FL — Served as project engineer. Responsibilities during design phase included the design building mechanical systems that include generator fuel system, generator ventilation, generator exhaust system, generator sound attenuation and building ventilation. The generator utilized a heat exchanger cooling system which required the design of the wells and cooling system including the heat exchanger selection. Responsibilities during construction phase services included shop drawing review, responses to contractor RFIs, field observations, coordination with onsite inspector, start-up of station that included generator, pumps, electrical equipment and controls, review of project record drawings, and project certification for SFWMD ERP permit. The project included the expansion of the existing pump station from a capacity of 66 cfs to 231 cfs. Provided site planning and engineering for the generator room and pump station, which included the heat exchanger design and selection for two generators, cooling system piping, sound attenuation, and room ventilation. Also provided construction phase services for the pump station improvements and utility relocations.

D-10 Stormwater Pump Station, Palm Beach, FL — Project manager and engineer of record for the design of the expansion of this stormwater pump station in the Town of Palm Beach. Responsibilities during design included the leading the design of the structural modifications to the pump station building, wetwell, bulkhead, outfall pipe repairs, pump hoist system, hydraulic calculations for the pump discharge outfall, hydraulic calculations for pump intakes following Hydraulic Institutes guidelines, pump selection, building mechanical systems that include generator fuel system, generator ventilation, generator exhaust system, generator sound attenuation, and building ventilation. Also obtained the ERP permit modification for the improvements.

D-9 Stormwater Pump Station and Collection System 60-inch Piping, Palm Beach, FL — D-9 Stormwater Pumping Station, Palm Beach — Served as engineer of record for the design, permitting and bidding and construction phases of the rehabilitation improvements to this stormwater pumping station at the north end of the Town of Palm Beach. Responsibilities during design phase included the leading the design of the structural modifications to the pump station building, wetwell, bulkhead, outfall pipe repairs, pump hoist system, hydraulic calculations for the pump discharge outfall, hydraulic calculations for pump intakes following Hydraulic Institutes guidelines, pump selection, building mechanical systems that include generator fuel system, generator ventilation, generator exhaust system, generator sound attenuation and building ventilation. Also obtained the ERP permit modification for the improvements. Responsibilities during construction phase services included shop drawing review, responses to contractor RFIs, field observations, coordination with onsite inspector, start-up of station that included generator, pumps, electrical equipment and controls, review of project record drawings, and project certification for SFWMD ERP permit. This project includes replacement of two existing 57 cfs hydraulic pumps with electric submersible pumps, wetwell and outfall piping rehabilitation, construction of a new mechanical building, conversion of an existing FPL transformer vault to a new electrical room, installation of two new emergency generators, new ventilation system, upgraded sound attenuation, pump hoist system, and other associated improvements. A unique aspect of this project was that the existing station was kept on line during the construction of the improvements by installing a temporary MCC building to house the electrical and control equipment while the existing mechanical/electrical room was torn down and rebuilt in the same footprint.

Matthew Myres, M.E.

Mechanical, HVAC and Plumbing Engineer

RELEVANT EXPERIENCE

Goodyear Recreation Campus Master Plan and Final Design, Goodyear, AZ
Project engineer. Kimley-Horn is currently working with the City of Goodyear providing master planning, final design, and construction phase services for the City of Goodyear's new 86-acre recreation campus, which will comprise a 30-acre community park, recreation center, aquatics facility, and 50-acre city park in Goodyear, AZ. Besides completing the master plan, the project included preparing programming and a final site plan for the 30-acre community park, as well as design of the recreation center and aquatics facility. The Master Plan utilized programming inputs determined from the City's previously completed 2014 Parks, Recreation, Trails, and Open Space Master Plan as a starting point. To achieve consensus, Kimley-Horn obtained input from the community, stakeholders, and City staff to identify the park and recreational facility improvements and amenities that would best serve the current and future demands of the community. The project team evaluated the desired amenities against the site's capacity, opportunities, and constraints to develop a sustainable implementation and operation plan. The project is currently in final design with an anticipated 14-month construction.

Washoe County Social Services Facility Mechanical/Plumbing Remodel, Reno, NV — Served as mechanical engineer, senior project manager, and QA/QC reviewer for design and construction support. Modeled and calculated the building heat loads and provided the required energy calculations for permitting purposes. Also provided designs for the heating, ventilation, cooling systems, domestic water, waste, vent and gas systems for the building remodel. A performance design of the fire protection upgrades was supplied to be used for permit and bidding purposes, as well as permit plans for submittal to the building department.

- VA Hospital HVAC Upgrade, Building 1, Reno, NV – Mechanical Engineer
- Alpine Haven Apartments, Northern Nevada Community Housing, Reno, NV – Mechanical Engineer
- Alf Sorenson Community Center/Recreation Facility HVAC, Sparks, NV – Mechanical Engineer
- Sparks Police Department Phase 1 Revisions and Construction Administration, Sparks, NV – Mechanical Engineer
- Sparks Police Department HVAC Upgrades, Phase 2, Sparks, NV – Mechanical Engineer
- Pershing County Hospital HVAC and Plumbing Upgrades, Lovelock, NV – Mechanical Engineer
- Beale Air Force Base, Repair Utilities at Contrails Dining Hall, Yuba County, CA – Mechanical Engineer
- Los Angeles Air Force Base Potable Water Project, Los Angeles, CA – Mechanical Engineer

Nevada State Museum Boiler Project, Carson City, NV — Mechanical Engineer/ Project Manager. Matt led mechanical consulting services to provide the design for the basement heating and ventilation system upgrade. This project had the following tasks: Replacement of the two existing heating units, ventilating equipment that

Special Qualifications

- Has 29 years of experience involving mechanical, plumbing, and energy engineering consultant services for all types of commercial, federal, and privately-funded projects
- Provides services from design concept to permitting and construction through to the Certificate of Occupancy for projects ranging from retrofits to ground-up construction on residential, large commercial, tenant improvement, city, and federal government projects. His experience includes providing HVAC and plumbing system designs to include all system components and selections required for biddable and permit drawings required by the local governing agencies
- Projects have involved determining and specifying climate zoning requirements for the energy models; performing heat load calculations for building load and system calculations for indoor heating and cooling systems, outdoor snowmelt zones, and specialty source capture exhaust systems; and performing frictional loss calculations for piping and air duct systems
- Experience also includes domestic plumbing systems including backflow prevention, water, waste, vent, and natural and LPG gas systems. He strives to incorporate energy-efficient and sustainable features into his mechanical and plumbing designs, as well as incorporate LEED and Title 24 requirements when required.

Professional Credentials

- Bachelor of Science, Mechanical Engineering, University of Nevada, Reno
- Mechanical Engineer in Nevada, Arizona, and California

Professional Affiliations

- American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE)

Relevant Experience, continued

serves portions of the old mint building basement area, and adding a hydronic heating glycol loop to the existing boiler system. Clients focus was to provide better ventilation and humidity control to help preserve artifacts of the museum.

Sparks City Hall Facility HVAC/Controls Upgrade, Sparks, NV — Mechanical engineer/project manager. Led the design and construction support for the HVAC upgrade of four buildings totaling 34,557 square feet. The scope of work included an HVAC upgrade to the heating and cooling plants, the existing air handler system, indoor VAV boxes, and a complete replacement of the existing temperature control system with a DDC energy management system. The budget constraints on the project were very tight and therefore a full replacement of the HVAC system was not feasible for the client. The team completed a full HVAC system study/report prior to the design in order to identify the scope of work that best fit the needs of the client. The cost-effective design included phased construction to allow for the full-time operations of City Hall and to minimize the impact on employees.

- 14th and Alice Multi-Family Residential Plumbing Design, Oakland, CA – Mechanical Engineer
- 500 El Camino Real Middle Plaza Apartments Plumbing Design, Stanford, CA – Mechanical Engineer
- Venice Drive Indoor Pool Room Mechanical System, Reno, NV – Mechanical Engineer
- 575 Benton Housing Development HVAC and Plumbing, Santa Clara, CA – Mechanical Engineer
- North Forty Building B1 Plumbing, Los Gatos, CA – Mechanical Engineer
- Reno Bus Maintenance Station HVAC Upgrade Design Revisions, Reno, NV – Mechanical Engineer
- ERG Aerospace Production Shop Tenant Improvements HVAC and Plumbing, Reno, NV – Mechanical Engineer
- Beale Air Force Base Welcome Center, Yuba County, CA – Mechanical Engineer
- Camp Lee Generator, Clark County, NV – Mechanical Engineer
- Anderlite Construction Residences Title 24 Calculations, Santa Cruz, CA – Mechanical Engineer/Project Manager

Matt led the creation of a model and provided an energy calculation using the approved Title 24 CCEBC energy software.

- Continuum Food Packaging Ventilation Calculation, Minden, NV – Mechanical Engineer
- University of Nevada, Reno Innovation Center Ventilation Upgrade HVAC, Reno, NV – Mechanical Engineer
- Reno Tahoe International Airport Mechanical Design for Elevator Modernization and Installation, Reno, NV – Mechanical Engineer
- City of Eugene Atrium Building Assessment, Eugene, OR – Mechanical Engineer
- Fallon Naval Air Station, Building 42 HVAC Unit Replacement, Fallon, NV – Mechanical Engineer
- Our Lady of Snows School Basement HVAC Upgrade, Reno, NV – Mechanical Engineer
- 1621 Carson Kids Dental Startup Plumbing Design, Carson City, NV – Mechanical Engineer
- Susanville Pump Building Ventilation, Susanville, CA – Mechanical Engineer
- Waverly Fuel Fill Port Mechanical Calculations, Oakland, CA – Mechanical Engineer
- Vandenburg Air Force Base Building 6601 Mechanical Design, Santa Barbara County, CA – Mechanical Engineer
- Washoe County Replace HVAC Units at 75 Court Street Courthouse (Historical Building), Reno, NV – Mechanical Engineer/Project Manager

Erin Emmons, GISP

Planning and Zoning, Code Compliance, and Business Licensing, GIS Services

RELEVANT EXPERIENCE

Interactive Capital Improvements Program GIS Application, Miami, FL — Project manager. The City of Miami, Capital Improvement and Transportation Department contracted Kimley-Horn to develop an online, GIS-based application to maintain, display, and update the City's Capital Improvement Program (CIP) projects. The application allows staff to edit, monitor, and provide status reports of the CIP projects within the City. The application is hosted by the City and has both in internal (intranet, visible only to City staff) and external (internet, visible to the general public) interface version. An application user manual and staff training was also provided. The project was completed in Fall 2014. Kimley-Horn continues to provide support to the application.

On-Call GIS Services, Pinecrest, FL — Project manager. Kimley-Horn has been contracted by the Village of Pinecrest as an on-call GIS consultant. Kimley-Horn provides on-site training to staff and has assisted the Village in the development and organization of their interagency database. Recent project support has included zoning and land use updates, website development coordination, and stormwater utility updates.

Drainage GIS Data Conversion, Miami Lakes, FL — Project manager that assisted the Town with digitizing their existing utility CAD files and as-builts in a GIS format. The work included the conversion of available electronic CAD files and existing as-builts provided by the Town into GIS. Attribute information was updated using available survey data and detailed as-builts.

ITS and Smart Parking System Program Management, Miami Beach, FL — GIS specialist. Kimley-Horn is developing a project system engineering management plan, concept of operations, project plan, and procurement documents for a Smart Cities initiative combining ITS and smart parking. The project will deploy cameras, arterial dynamic message signs, vehicle detection, parking occupancy information to communicate real time traffic and parking conditions throughout the City. Also through this contract, Kimley-Horn is providing hot spot signal timing support for the City of Miami Beach in coordination with Miami-Dade County.

General Planning Consultant, Palm Beach County, FL — GIS specialist. Kimley-Horn has served the Palm Beach Transportation Planning Agency (TPA) as General Planning Consultant (GPC) since 2016. Our services on this work order based contract include urban transportation planning, transit planning, complete streets, multimodal corridor studies, safety studies, GIS mapping, and regional coordination. Specific projects completed on this contract include Complete Streets Policy, Transit Development Plan (TDP) Phase 1, Bicycle and Pedestrian Safety Study, Bicycle Suitability Map, Complete Streets Design Guidelines, US-1 Multimodal Corridor Study, and Safe Streets Summit support.

Continuing Services Agreement for Planning, Utilities, Engineering, and Roadways, North Bay Village, FL — GIS specialist. Kimley-Horn provides general engineering services for the City of North Bay Village on an ongoing basis. Services have included water and wastewater studies, planning, design, permitting, and construction phase services.

Special Qualifications

- Has 14 years of experience years of experience as a transportation and long-range community planner, with a specialty focus in GIS, field surveying and GPS data configuration, and database development for asset management
- Project manager for the development and implementation of web and mobile, GIS based interactive applications\Experience in socioeconomic assessments, market feasibility assessments, site selection and planning, including GIS administration, hazards planning, and support

Professional Credentials

- Bachelor of Science, Urban and Regional Planning, Florida Atlantic University
- GIS Professional (GISP)
- Graduate Certificate in Geographic Information Science (GIS), University of West Florida

Professional Affiliations

- American Planning Association
- Women's Transportation Seminar
- Florida Parking and Transportation Association
- Palm Beach GIS User Group

Relevant Experience, continued

General Planning Consultant (GPC I-V) Contracts, Miami-Dade County, FL— GIS specialist. Kimley-Horn served as General Planning Consultant (GPC) for the Miami-Dade TPO for five consecutive contract terms between 2000 and 2016. Kimley-Horn completed forty-seven (47) work orders during the course of GPCs I-V. Work orders that have been performed under these contracts include congestion management system plan updates, multimodal corridor studies, bicycle/pedestrian plans, transit studies, transit passenger surveys, freight and goods movement analyses, and sub-area mobility plans. Projects performed for this contract have included Transit Contraflow Feasibility Study, Local Municipal Transit Circular Policy Study, Development of a Service Plan for Waterborne Transit Service in Miami-Dade County, Snake Creek Bike Trail Planning and Feasibility Study, Metrorail M-Path Master Plan, Florida East Coast (FEC) Transit Connection Study, Automated Bicycle Rental System and Parking Plan Study, Safe Routes to School Infrastructure Plans, Origin-Destination Surveys for Local Bus Service, NW 27th Avenue Enhanced Bus Service Concepts and Environmental Study, Non-Motorized Network Connectivity Plan, Impact of PortMiami Tunnel on Downtown Traffic Congestion, Snapper Creek Trail Segment B Planning and Feasibility Study, Metromover System Expansion Study, Bicycle Wayfinding Study, and Guidelines for Municipal Transit Programs in Miami-Dade County.

Professional Planning and Engineering Consulting Services, St. Marks, FL — Project analyst for the development of the City of St. Marks' master plan. The purpose of the plan was to provide an overall strategy for implementation of policies to support planned growth. The process involved collection of information on the current conditions of the City, such as housing, infrastructure, land use and relevant socio-economic data, as well as an extensive amount of public involvement and participation.

Light Rail/Modern Streetcar P3 Program Management, Miami Beach, FL — GIS specialist assisting with data collection and development for an assessment of existing conditions along the corridor. Assessment is needed for the preparation of preliminary design plans for the 4-mile double-tracking for a light rail transit system circulating through the Art Deco District of Miami Beach and providing connectivity between South Beach hotels and the Miami Beach Convention Center. Kimley-Horn is serving as the prime consultant overseeing the project through development, conceptual engineering, environmental impact analysis, and procurement of a P3 developer that will design, build, operate, maintain, and finance the project.

Bicycle and Pedestrian (Bike/Ped) Mobility Plan, Miami Gardens, Miami Gardens, FL— Project analyst. Kimley-Horn prepared a bicycle and pedestrian mobility plan for the City of Miami Gardens. The project included recommendations for short- and long-tern mobility improvements based on the literature review, transportation mobility analysis, identification of goals and objects, and input from the Steering Committee. We analyzed existing transportation mobility conditions and community features in Miami Gardens through the use of geographic information systems (GIS) and prepared a series of maps that illustrate the background conditions for improving the City's bicycle and pedestrian mobility. The Kimley-Horn team used the methodologies established in the 2009 FDOT Quality/Level of Service Handbook to assess the bicycle and pedestrian level of service of the major roadways with the City and mapped the results with GIS.

Broward County Aviation Department, Fort Lauderdale-Hollywood International Airport Terminal Access Roadways, Curbfront, and Parking Short-Term Improvements, Fort Lauderdale, FL — GIS specialist. Terminal landside analysis and congestion mitigation planning was performed to analyze and conduct extensive vehicle movement simulations of the upper and lower terminal access roadways and all points of interface with airport parking garages, Consolidated Rental Car facility, Ground Transportation Centers, bus and taxi staging areas, and ridesharing. The purpose was to identify and mitigate increasing congestion and reduction in level of service. Conducted traffic counts and observations of roadway and curbside operations including vehicle and pedestrian interaction. Options considered and recommended included curbside operational enhancements, changes in the exit from the CONRAC to the terminal road, improved signage, flexing use of upper and lower roadways through blue-tooth technology and dynamic signage, restriping to provide an additional exit roadway lane, addition of a new lane, and mitigation of pedestrian impacts to traffic flow.

Transportation Program Support Services (2013-2015), Miami, FL — Project analyst for Transportation Program Support Services contract with the City of Miami. In this role, Kimley-Horn served as an extension of the City's staff assisting in the program management and administration of transportation and transit projects in the City's Capital Improvements Program (CIP). Kimley-Horn's responsibilities include providing oversight of projects encompassing planning, design, and construction activities.

Rama Rani, P.G.

GIS Services

RELEVANT EXPERIENCE

Miami Beach Resiliency, Miami Beach, FL — Modeling expert on the project team developing a 2D ICPR4 model for a pilot resiliency study for the City of Miami Beach. The model is a fully integrated 2D surface water and groundwater model, and will include existing conditions, baseline future conditions, and future investment scenarios. A small portion of the City of Miami Beach is being modeled to determine the effectiveness of modeling approaches in order to identify an approach for the entire City of Miami Beach.

Sunnyhill Restoration Area (SRA) Berms Modeling, Marion County, FL — The Sunnyhill Restoration Area (SRA) is made up of 4,191 acres located approximately 6 miles east of Weirsdale in Marion County. Portions of the Upper Ocklawaha River was channelized in the early 1900s which led to isolated and disconnected portions of the natural Upper Ocklawaha River channel. This project consists of developing a hydrologic and hydraulic model that can be used to evaluate a conceptual design to increase flows through the natural channel. Kimley-Horn is accomplishing these with improvements to internal berms within the SRA that are intended to support the proposed water level increase to elevation 52-55 feet NAVD88 in Areas A-C. In order the meet this objective, the team will first evaluate available data for ICPR model development and model calibration. Watershed delineation will be conducted to identify the drainage basin(s). Stage area relationship for each sub-basin will be defined according to the DEM. Lastly, Kimley-Horn will model for downstream flooding impacts to the area upstream of the outfall to the C-231 canal and downstream of Area E associated with the increased elevation.

South Florida Water Management District (SFWMD), West Palm Beach, FL
Program manager for Interagency Modeling Center; IMC oversees all Comprehensive Everglades Restoration Plan (CERP) modeling, regional and sub-regional. Supervised a group providing different types of modeling and field work to support modeling activity and other projects. Responsible for leading Emergency Modeling Team (EMT) to effectively respond to emergency requests and situations (4 seasons); responses to missions included modeling, scientific data analysis and field visits. Responsible for calibration and development of base conditions models for Kissimmee Basin. Served as Lead Modeler for MIKE SHE/11 model applications in the Kissimmee and Big Cypress basins. Lead as a Reviewer of SFWMD MIKE SHE/11 models to ensure support and completion of field work. Managed contracts for various projects, including deep level learning. Provided litigation support when needed, for any cases that involve hydrologic modeling and/or data analysis.

South Florida Water Management District (SFWMD) Section Leader, Resource Evaluation Section, West Palm Beach, FL — Utilized expertise in supervising several groundwater projects, which had many different objectives, such as: modeling for water supply planning, litigation support, and density-dependent modeling. Served as Lead Modeler for MIKE SHE/11 model applications and reviewer of MODFLOW models. Successfully collaborated with other departments to provide groundwater project leadership.

South Florida Water Management District (SFWMD) Section Leader, Hydro & Environmental Systems Modeling, West Palm Beach, FL — Oversaw group of 7 Engineers and Scientists whose projects, included: modeling of water quality and

Special Qualifications

- More than 28 years of water modeling experience
- Proficient in MIKE Suite of software, OASIS, HEC-RAS, HEC-HMS and UKISS models}
- Developed a MIKE SHE/MIKE 11 2,300-sq. mile Kissimmee Basin model (MIKE 11 complex structures, three groundwater MIKE SHE layers); calibrated and verified for 1965-2016; developed four base conditions models for application
- Developed a MIKE FLOOD event model for the Kissimmee Basin to be implemented for flooding assessment
- Modeled scenarios for impacts of modifications to structures, flow diversions, land use, withdrawals etc.
- Reviewed significant amount of MIKE models for the west coast of Florida

Professional Credentials

- Master of Science, Environmental Sciences, Ohio University
- Professional Geologist in Florida
- GIS Professional

Relevant Experience, continued

operational planning. Duties included: modeling support to other departments, reviewing MIKE SHE/11 models and application, as well as training HESM Scientists and Engineers in MIKE SHE/11 modeling.

NCDENR / Division of Water Quality / Groundwater Section, Raleigh, NC — Served as a hydrogeologist who conducted complex hydrogeologic and site investigations to determine the extent and causes of non-permitted soil/groundwater contamination. Also, led oversight of field activities related to contaminant investigations, supervised well drillers for contaminant investigations, and worked with stakeholders to build trust. Used MODFLOW, MOC3D, MT3D, HEC-RAS and HEC-HMS as tools for investigation (January 1999 – June 1999)

North Carolina State University, Raleigh, NC — Served as a teaching assistant who taught MEA 110, an introductory Geology laboratory in Department of Marine, Earth, and Atmospheric Sciences. Duties included: teaching, setting up examinations, grading, and taking students on field trips. Awarded the best teaching assistant certificate in the university. Assisted in MEA 585 (Hydrogeology). As a research assistant developed software using Visual Basic 4.0 and Fortran on programming projects and provided accurate and timely data collection, documentation, entry, and detailed reporting activities. (August 1996 – May 1999)

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Resumes of Experience

EDUCATION

Associates of Arts & Science
Central FL Community College
1983

25 Years with Firm
(35 Years' Experience)

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CURRENT CONTINUING CONTRACTS

City of New Smyrna Beach
2016 – Present

Marion County
2015 – Present

St John's County
2017 – Present

Flagler County Schools
2015 – Present

Volusia County
2015 - Present

Resume – Rolando Sosa, Owner / Architect / Project Manager

Mr. Sosa co-founded Architecture Studio, Inc. in 1994 and has been involved in architectural design services in Marion County and the surrounding area for over 30 years. His enthusiastic leadership style and his rapport makes equally at ease representing his Owner's as well as performing tough negotiations with general contractors. His projects are aesthetically designed with his Owner's budgets in mind, a critical component. He is intimately involved in his projects from initial consultation to final punch list and grand opening celebration. His personal attention to construction document production and integration and coordination of various consultants for the projects, make him a great team leader whose goal is to ensure that projects are completed on time and within budget.

PROJECT EXAMPLES

Port Orange Waste Water Treatment Plant (Kimley-Horn & Associates, Inc.)
The project consists of an addition and renovation to the existing building to include a large conference room, (2) offices and women restrooms with lockers and will be based on approved preliminary plans dated 01-31-19. The existing buildings renovation will be limited to the support the expansion project only as it relates to the addition. Our work may include new roofing material over existing structure but does not include structural support or modifications and includes a total of (2) site visit.

Village of Wellington Life Safety & ADA (Kimley-Horn & Associates, Inc.)
Life Safety Plan & ADA Review for the Village of Wellington WWTF as follows: Reuse Building - only Life Safety Plan, no ADA Review; Blower Building - only Life Safety Plan, no ADA Review; and Operator's building - only modified areas, no Life Safety Plan or ADA review for existing building components not being modified (i.e. existing blower room and existing break room)

Seacoast Utility Blower Building (Kimley-Horn & Associates, Inc.)
Preliminary design, design, permitting, bidding, and services during construction related to the addition of a blower building at the PGA WWTP for Seacoast Utility Authority.

Oxford Water Treatment Plant (Kimley-Horn & Associates, Inc.)
The building consisted of a 13' - 4 x 18' control room with open equipment storage. The building consisted of a 4" concrete slab with cmu wall and wood trusses with shingles.

Multiple Buildings @ City of North Port SWWRF (Kimley-Horn & Associates, Inc.)
Our scope of work is to provide architectural plans for projects that totals approximately 19,862 square feet in (5) different buildings. These buildings are as follows: Control Building with equipment storage / Main Electrical Building 1 / Blower and Electrical building 2 / Chemical Storage and Electrical room 3 / Solids Handling Building and Electrical room 4

Sun Country WTP (Kimley-Horn & Associates, Inc.)
The building consisted of a 13'-4 x 18' control room with open equipment storage. The building consisted of a 4" concrete slab with cmu wall and wood trusses with shingles. Our office in association with our Engineers provided preliminary and contract documents, bidding assistance and construction administration for the construction of this project.

Plantation Bay WWTF (Kimley-Horn & Associates, Inc.)
The building consisted of an addition of approximately 20' x 19' electrical room with single 3'-0 w. door and a pair of 3'-0 doors. This project is to be an expansion to existing blower room in a wastewater treatment facility.

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Resumes of Experience

EDUCATION

Bachelor of Architecture
Florida Atlantic University 2014

Associates of Arts
University of North Florida 2009

2 Years with Firm
(10 Years' Experience)

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CURRENT CONTINUING CONTRACTS

City of New Smyrna Beach
2016 – Present

Marion County
2015 – Present

St John's County
2017 – Present

Flagler County Schools
2015 – Present

Volusia County
2015 - Present

Resume – Rita Sosa-Zahn, Architect / Quality Control

Rita Sosa-Zahn a graduate of the school of architecture from Florida Atlantic University, and a licensed architect and interior designer. Rita has been involved in architecture all her life through her father's practice and has continued to work through her college years on a part time basis. Rita has also been privileged to be able to work for a contemporary design build firm in Fort Lauderdale as a project manager for architecture and construction over the last (4) years. Her architecture and construction management experience, her professionalism and her dedication make her a valuable member for Architecture Studio's clients.

PROJECT EXAMPLES

Port Orange Waste Water Treatment Plant (Kimley-Horn & Associates, Inc.)
The project consists of an addition and renovation to the existing building to include a large conference room, (2) offices and women restrooms with lockers and will be based on approved preliminary plans dated 01-31-19. The existing buildings renovation will be limited to the support the expansion project only as it relates to the addition. Our work may include new roofing material over existing structure but does not include structural support or modifications and includes a total of (2) site visit.

Village of Wellington Life Safety & ADA (Kimley-Horn & Associates, Inc.)
Life Safety Plan & ADA Review for the Village of Wellington WWTF as follows: Reuse Building - only Life Safety Plan, no ADA Review; Blower Building - only Life Safety Plan, no ADA Review; and Operator's building - only modified areas, no Life Safety Plan or ADA review for existing building components not being modified (i.e. existing blower room and existing break room)

Seacoast Utility Blower Building (Kimley-Horn & Associates, Inc.)
Preliminary design, design, permitting, bidding, and services during construction related to the addition of a blower building at the PGA WWTP for Seacoast Utility Authority.

Oxford Water Treatment Plant (Kimley-Horn & Associates, Inc.)
The building consisted of a 13' - 4 x 18' control room with open equipment storage. The building consisted of a 4" concrete slab with cmu wall and wood trusses with shingles.

Multiple Buildings @ City of North Port SWWRF (Kimley-Horn & Associates, Inc.)
Our scope of work is to provide architectural plans for projects that totals approximately 19,862 square feet in (5) different buildings. These buildings are as follows: Control Building with equipment storage / Main Electrical Building 1 / Blower and Electrical building 2 / Chemical Storage and Electrical room 3 / Solids Handling Building and Electrical room 4

Sun Country WTP (Kimley-Horn & Associates, Inc.)
The building consisted of a 13'-4 x 18' control room with open equipment storage. The building consisted of a 4" concrete slab with cmu wall and wood trusses with shingles. Our office in association with our Engineers provided preliminary and contract documents, bidding assistance and construction administration for the construction of this project.

Plantation Bay WWTF (Kimley-Horn & Associates, Inc.)
The building consisted of an addition of approximately 20' x 19' electrical room with single 3'-0 w. door and a pair of 3'-0 doors. This project is to be an expansion to existing blower room in a wastewater treatment facility.

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Resumes of Experience

EDUCATION

Business Management
Broward Community College

9 Months with Firm
(18 Years' Experience)

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CURRENT CONTINUING CONTRACTS

City of New Smyrna Beach
2016 – Present

Marion County
2015 – Present

St John's County
2017 – Present

Flagler County Schools
2015 – Present

Volusia County
2015 - Present

Resume – Jennifer Radeschi, Project Coordinator

Jennifer has continuously utilized her management background over the last 17 years. She has worked in the construction industry, particularly roofing and various facets until 2013. From 2013 to 2018, her management skills were extended to retirement facility management. This combined knowledge will help her oversee various projects for Architecture Studio in all phases, including but not limited to, initial contact up to project closeout.

PROJECT EXAMPLES

Port Orange Waste Water Treatment Plant (Kimley-Horn & Associates, Inc.)
The project consists of an addition and renovation to the existing building to include a large conference room, (2) offices and women restrooms with lockers and will be based on approved preliminary plans dated 01-31-19. The existing buildings renovation will be limited to the support the expansion project only as it relates to the addition. Our work may include new roofing material over existing structure but does not include structural support or modifications and includes a total of (2) site visit.

Silver Springs Shores Waste Water Storage Building (Marion County)
Design new Maintenance office & equipment storage facility at the silver springs shores WRF

Oxford Water Treatment Plant (Kimley-Horn & Associates, Inc.)
The building consisted of a 13' - 4 x 18' control room with open equipment storage. The building consisted of a 4" concrete slab with cmu wall and wood trusses with shingles.

Multiple Buildings @ City of North Port SWWRF (Kimley-Horn & Associates, Inc.)
Our scope of work is to provide architectural plans for projects that totals approximately 19,862 square feet in (5) different buildings. These buildings are as follows: Control Building with equipment storage / Main Electrical Building 1 / Blower and Electrical building 2 / Chemical Storage and Electrical room 3 / Solids Handling Building and Electrical room 4

Plantation Bay WWTF (Kimley-Horn & Associates, Inc.)
The building consisted of an addition of approximately 20' x 19' electrical room with single 3'-0 w. door and a pair of 3'-0 doors. This project is to be an expansion to existing blower room in a wastewater treatment facility.

Parks Operation Locker Room & Restrooms (City of Ocala)
Our work is to remodel the existing restrooms and locker area into a proper ADA and locker room for the operations center. The project includes the following: As built of the existing building and restrooms; Existing restrooms to be remodeled/relocated while adding showers, with all work meeting the requirements of ADA. Lockers will be added according to Owner requirements; Mechanical (hvac) renovation/addition; Electrical and lighting renovation/addition; Finishes with material selections for the re-configured spaces; Electronic plan submittal of construction documents; Bidding and construction administration including review of any required submittals; Clarifications of plans and specifications during construction; Monthly site visits during construction.

Belleview Utility Building (Marion County)
Our firm provides interior renovation concept for first and second floor of the existing building. Our first task would be to use the Owner provided plans to generate an existing (as built) plan for the first and second floor, showing all current interior improvements to include egress stairs and elevator. After the as built plans are generated, then we will start to show the various new offices, cubicles and partitions requested. The final plans will show the new walls, with offices, cubicles and clear path of egress for emergency exiting.

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Resumes of Experience

EDUCATION

Bachelor of Science in Architecture
1988 New York Institute of Tech

Architectural CAD 2000 Certificate
2002 Daytona Bch Comm. College

10 Years with Firm
(16 Years' Experience)

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CURRENT CONTINUING CONTRACTS

City of New Smyrna Beach
2016 – Present

Marion County
2015 – Present

St John's County
2017 – Present

Flagler County Schools
2015 – Present

Volusia County
2015 - Present

Resume – Salvador Garcia, CADD Designer

Salvador generates working drawings to include floor plan designs, elevation views, plumbing, electrical and foundation plans. He has also produced mechanical, civil, 3-D, and perspective drawings. Salvador currently has experience in producing working drawings for projects and revising plans based on architect's notes and participating in project site visits.

PROJECT EXAMPLES

Port Orange Waste Water Treatment Plant (Kimley-Horn & Associates, Inc.)
The project consists of an addition and renovation to the existing building to include a large conference room, (2) offices and women restrooms with lockers and will be based on approved preliminary plans dated 01-31-19. The existing buildings renovation will be limited to the support the expansion project only as it relates to the addition. Our work may include new roofing material over existing structure but does not include structural support or modifications and includes a total of (2) site visit.

Village of Wellington Life Safety & ADA (Kimley-Horn & Associates, Inc.)
Life Safety Plan & ADA Review for the Village of Wellington WWTF as follows: Reuse Building - only Life Safety Plan, no ADA Review; Blower Building - only Life Safety Plan, no ADA Review; and Operator's building - only modified areas, no Life Safety Plan or ADA review for existing building components not being modified (i.e. existing blower room and existing break room)

Seacoast Utility Blower Building (Kimley-Horn & Associates, Inc.)
Preliminary design, design, permitting, bidding, and services during construction related to the addition of a blower building at the PGA WWTP for Seacoast Utility Authority.

Oxford Water Treatment Plant (Kimley-Horn & Associates, Inc.)
The building consisted of a 13' - 4 x 18' control room with open equipment storage. The building consisted of a 4" concrete slab with cmu wall and wood trusses with shingles.

Multiple Buildings @ City of North Port SWWRF (Kimley-Horn & Associates, Inc.)
Our scope of work is to provide architectural plans for projects that totals approximately 19,862 square feet in (5) different buildings. These buildings are as follows: Control Building with equipment storage / Main Electrical Building 1 / Blower and Electrical building 2 / Chemical Storage and Electrical room 3 / Solids Handling Building and Electrical room 4

Sun Country WTP (Kimley-Horn & Associates, Inc.)
The building consisted of a 13'-4 x 18' control room with open equipment storage. The building consisted of a 4" concrete slab with cmu wall and wood trusses with shingles. Our office in association with our Engineers provided preliminary and contract documents, bidding assistance and construction administration for the construction of this project.

Plantation Bay WWTF (Kimley-Horn & Associates, Inc.)
The building consisted of an addition of approximately 20' x 19' electrical room with single 3'-0 w. door and a pair of 3'-0 doors. This project is to be an expansion to existing blower room in a wastewater treatment facility.

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Resumes of Experience

EDUCATION

U.E. Italo – Venezolano
"JUAN XXIII" - 2001
BAS / Venezuela

La Universidad del Zulia – 2015
Architect / Venezuela

9 Months with Firm
(15 Years' Experience)

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CURRENT CONTINUING CONTRACTS

City of New Smyrna Beach
2016 – Present

Marion County
2015 – Present

St John's County
2017 – Present

Flagler County Schools
2015 – Present

Volusia County
2015 - Present

Resume – Jose Perez, CADD Designer

Jose generates working drawings to include floor plan designs, elevation views, plumbing, electrical and foundation plans. He has also produced mechanical, civil, 3-D, and perspective drawings. Jose currently has experience in producing working drawings for projects and revising plans based on architect's notes and participating in project site visits. He can interact well with others and within a variety of different cultures and environments. Jose is fluent in Spanish and Intermediate English. He is also an extremely well organized and meticulous worker.

PROJECT EXAMPLES

Port Orange Waste Water Treatment Plant (Kimley-Horn & Associates, Inc.)
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Silver Springs Shores Waste Water Storage Building (Marion County)
Design new Maintenance office & equipment storage facility at the silver springs shores WRF

Oxford Water Treatment Plant (Kimley-Horn & Associates, Inc.)
The building consisted of a 13' - 4 x 18' control room with open equipment storage. The building consisted of a 4" concrete slab with cmu wall and wood trusses with shingles.

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Plantation Bay WWTF (Kimley-Horn & Associates, Inc.)
The building consisted of an addition of approximately 20' x 19' electrical room with single 3'-0 w. door and a pair of 3'-0 doors. This project is to be an expansion to existing blower room in a wastewater treatment facility.

Parks Operation Locker Room & Restrooms (City of Ocala)
Our work is to remodel the existing restrooms and locker area into a proper ADA and locker room for the operations center. The project includes the following: As built of the existing building and restrooms; Existing restrooms to be remodeled/relocated while adding showers, with all work meeting the requirements of ADA. Lockers will be added according to Owner requirements; Mechanical (hvac) renovation/addition; Electrical and lighting renovation/addition; Finishes with material selections for the re-configured spaces; Electronic plan submittal of construction documents; Bidding and construction administration including review of any required submittals; Clarifications of plans and specifications during construction; Monthly site visits during construction.

Belleview Utility Building (Marion County)
Our firm provides interior renovation concept for first and second floor of the existing building. Our first task would be to use the Owner provided plans to generate an existing (as built) plan for the first and second floor, showing all current interior improvements to include egress stairs and elevator. After the as built plans are generated, then we will start to show the various new offices, cubicles and partitions requested. The final plans will show the new walls, with offices, cubicles and clear path of egress for emergency exiting.

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Resumes of Experience

EDUCATION

Master of Architecture
Savannah College of
Art and Design

13 Months with Firm
(11 Years' Experience)

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CURRENT CONTINUING CONTRACTS

City of New Smyrna Beach
2016 – Present

Marion County
2015 – Present

St John's County
2017 – Present

Flagler County Schools
2015 – Present

Volusia County
2015 - Present

Resume – Luke Cerrone, CADD Designer

Luke started at the Savannah College of Art and Design in the Fall of 2011 seeking a BFA in Architecture. He earned his bachelor's degree in 2015. His model (Amphitheater) from the Fundamentals I class was chosen to be with a select few to be showcased in the school's NAAB (National Architecture Accrediting Board) program. He has also had his second model (Land Pier) from Fundamentals II chosen to represent his class as the class's best work, and his book from his Introduction to Architecture class was also chosen to be part of the NAAB program. It represented the different architectural elements from around the city of Savannah, GA. By the end of 2017 he graduated Savannah College of Art and Design with a Master of Architecture.

PROJECT EXAMPLES

Port Orange Waste Water Treatment Plant (Kimley-Horn & Associates, Inc.)
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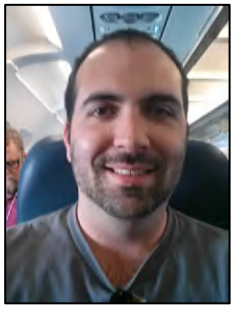
Resumes of Experience



EDUCATION

Microsoft Certified Professional

15 Years with Firm
(15 Years' Experience)

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City of New Smyrna Beach
2016 – Present

Marion County
2015 – Present

St John's County
2017 – Present

Flagler County Schools
2015 – Present

Volusia County
2015 - Present

Resume – Roland J. Sosa, Information Technology Specialist

Roland has over 15 years of experience in CAD & IT design. He has worked on various commercial projects from additions to new construction. He has also worked with many individual clients and homeowners on IT related work and helping them set up anything from a simple remote-controlled home theatre system, to having all the electronics in the home be controlled by a simple remote or a cell phone.

PROJECT EXAMPLES

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Avirom & Associates, Inc.

Michael D. Avirom

Professional Land Surveyor / LS3268 / Florida
Principal

Years with Avirom & Associates: 35
Total Years of Experience: 43

Education

1973 / Bachelor of Business Administration
1976 / Associates in Science / Land Surveying
1971 / Associate in Arts

Professional Experience

Michael D. Avirom established Avirom & Associates, Inc. in 1981. Mr. Avirom graduated with a Business Administration Degree from Florida Atlantic University in 1973. He worked for a large surveying firm for a number of years and became a Florida Registered Land Surveyor in 1979. Michael launched his own company in 1981. His surveying expertise in boundary, aerial control, topography, bathymetric and construction layout distinguishes him as a respected professional in the industry. His business acumen has created the successful firm that Avirom & Associates is today. Michael is a member of the Florida Society of Professional Land Surveyors and National Society of Professional Land Surveyors.

Professional Projects

Town of Palm Beach – route-of-line and 3D scanning
Delray Beach Master Plan (A1A south of Casurina Road to north end of the public beach) – topographic survey; beach dune transects
Delray Beach Historical Society – topographic and tree survey
Delray Beach Old School Square Garage and Park Site – condo exhibits in accord with Florida Statute 61B-18.002; condo exhibits for entire garage
Delray Beach Art Warehouse – boundary, topographic and tree survey
City of Delray Beach, Fire Station #2 – boundary, topographic and tree survey
Delray Beach Fire Station #3 – boundary, topographic and tree survey
Delray Beach Pineapple Grove Pocket Park – boundary and topographic survey
City of Delray Beach, Tourist Nook – topographic survey; layout stationing/centerline; as-builts
City of Delray Beach - boundary surveys; topographic surveys; sketch and legal descriptions; construction services such as layouts and staking
Boynton Beach CRA - topographic and boundary survey
City of Delray Beach – Carver Park – boundary survey
Palm Beach Force Main Replacement - survey layout and as-builts; prepare record drawings

50 SW 2nd Avenue, Suite 102, Boca Raton, Florida 33432

Marisha M. Kreitman

Professional Land Surveyor / LS6555 / Florida

Years with Avirom & Associates: 25
Total Years of Experience: 25

Education

2005 / Bachelor Degree / GIS

Professional Experience

Marisha Kreitman began working with Avirom & Associates as a draftsperson in 1994. She advanced to the position of Survey Technician while attending classes at Florida Atlantic University. In 2005, she graduated Magna Cum Laude with a degree in Geography; Geographic Information System. She became a Professional Surveyor and Mapper in July 2006. Ms. Kreitman has acted in the role of Project Surveyor. Her experience includes boundary and topographic surveys, route-of-line/topographic surveys, platting, ALTA/NSPS Land Title Surveys, condominium declaration exhibits and land descriptions with sketches for various documents such as submerged land easements, utility easements and land swap parcels. Ms. Kreitman has worked with clients to prepare special exhibits for submittal to governmental agencies.

Professional Projects

Boca Raton Hotel & Beach Club – Boundary, topographic and mean high water line surveys
Florida Atlantic University Research Park, Boca Raton – ALTA/ACSM Land Title surveys
Oceanfront Properties in Boca Raton – Boundary, topographic, mean high water line, coastal construction control line, erosion control line and DEP permit surveys
Hillsboro/El Rio Park, Boca Raton – GPS horizontal control, boundary, topographic and mean high water line surveys
Mizner Trail Golf Course – Boundary survey, establish GPS controls and aerial mapping
Oceanview/Lakeview, Villa Oceana, Boca Raton – Boundary, topographic, mean high water line and ALTA/ACSM Land Title surveys
Delray Beach Art Warehouse – Boundary, topographic and tree survey
City of Boynton Beach - Dewey Park - Topographic and tree survey
Delray Beach Historical Society – Topographic and tree survey
Delray Beach Pineapple Grove Pocket Park – Boundary and topographic survey
Las Olas Riverwalk - Base mapping; topographic data; locate above ground improvements and underground utilities
Skees Road Landfill – Aerial mapping; GPS positioning; establish elevations
Historic Depot Square - Boundary, topographic and tree survey; plat processing

CURRICULUM VITAE

JAMES L. ANDERSEN, P.G.

Principal Hydrogeologist, JLA Geosciences, Inc.

QUALIFICATIONS AND EXPERIENCE

President of JLA Geosciences, Inc., Jupiter, Florida and is responsible for company operations, project management, technical oversight, well design and construction phase services team leader. Mr. Andersen has over 30 years working experience in hydrogeology, groundwater water resource investigations, well field design, construction, development, well problem evaluations and well rehabilitation. He has been responsible for the construction of and completion of hundreds of water supply wells in South Florida including over 100 in the Upper Floridan Aquifer. He has an extensive groundwater experience, working with coastal plain aquifer systems; well design; groundwater monitoring, geophysical well logging and interpretation; reverse osmosis (RO) raw water supply investigations and RO concentrate disposal by injection well; aquifer performance testing, analysis and computer modeling; wellfield contamination investigations, collection and analysis of water quality data; rehabilitation of old wells, and supervising various types of drilling. Mr. Andersen has served as a Florida Chamber of Commerce short course instructor for environmental permitting, an invited speaker for the Florida Department of Environmental Protection on contamination cleanup, a regular conference speaker for AWWA, AWRA, AGWT, AMTA and SEDA on topics such as Aquifer Storage and Recovery, hydrogeology, water use permitting and well design, construction and rehabilitation strategies. Jim serves on the Southeast Desalting Association and Palm Beach County Natural Resources Protection boards. He is also on the board and Secretary of Connect Consulting, Inc., a hydrogeologic and well rehab specialty consulting firm.

PROJECT EXPERIENCE

Principal Hydrogeologist/Project Hydrogeologist, Rehabilitation of Water Treatment Plant No. 3 & 9 Surficial Aquifer Production Wells, Palm Beach County Water Utilities Department, Delray Beach and Boca Raton, Florida (2015-2016). Provided hydrogeologic consulting services during construction phases for rehabilitation program of WTP 3 and 9. Project included four (4) new replacement or re-drills of surficial aquifer production wells and electrical improvements. Replacement wells added 4 MGD capacity and are capable of at least 5.8 MGD firm capacity.

Principal Hydrogeologist/Project Hydrogeologist, FPL Turkey Point FLEX UFA Cooling Water Well, Homestead, Dade County, FL (2015). Project design, construction and testing of one (1) new 2,000 gpm, 20-inch diameter FRP Upper Floridan aquifer well. The well was constructed within the Unit 3&4 Protected Area to provide beyond-design-basis-event cooling water.

Principal Hydrogeologist/Project Hydrogeologist, FPL Turkey Point Seawater Intake Wells for Supplemental CCS Supply, Homestead, Dade County, FL (2015). Project design, construction and testing of two (2) new 12,000 gpm, 36-inch diameter Biscayne Aquifer seawater supply wells located on the Point. Combined with one smaller existing well, the project produced over 45 MGD of supplemental cooling water for the CCS during the 2015 summer months.

Principal Hydrogeologist/Project Hydrogeologist, FPL Turkey Point Units 3&4 Uprate Monitoring Plan Implementation, Homestead, Dade County, FL (2010, 2015.) Project included installing 16 cluster monitor wells in and around the Turkey Point Plant Cooling Canal System (CCS), including land based, wetland based, CCS based, and Biscayne Bay based drilling systems. Project included collaboration/coordination with SFWMD, FDEP, Biscayne National Park, Miami-Dade, US Geological Survey and FPL. Geotechnical work included continuous coring, aquifer system flow zone mapping, sophisticated geophysical logging, and cluster well construction to depths of 200 feet.

Principal Hydrogeologist/Project Hydrogeologist, Dewatering Permit Services, Monitoring, Loxahatchee River Environmental Control District, Jupiter, Florida (2015). Provided professional hydrogeologic consulting services to prepare a SFWMD dewatering permit application for gravity sewer installation and provided monitoring oversight. Evaluated and addressed potential for adverse impacts on existing legal users of groundwater resource, natural surface water bodies, and movement of saline water.

Principal Hydrogeologist/Project Hydrogeologist, ASR Permitting, Testing Services, The City of West Palm Beach, West Palm Beach, Florida (2009-2018, ongoing). Project scope of services included assisting the City in obtaining funding opportunities with cycle testing activities through various entities, assistance with obtaining FDEP Underground Injection Control (UIC) permit modification, UIC monitor well design, permitting, construction and bidding phase services, exploration of Limited Aquifer Exemption assistance through FDEP, ASR Cycle Testing assistance, and evaluation of the City's recovery discharge alternatives.

Principal Hydrogeologist/Project Hydrogeologist, Bio-solids Processing Facility Industrial Wastewater Force Main Construction Dewatering Permit, New England Fertilizer Company (NEFCO)/Solid Waste Authority (SWA), West Palm Beach, Florida (2012). Project scope of services included preparation of a dewatering plan, including analytical modeling, to South Florida Water Management District for the construction of a new Industrial Wastewater Force Main for SWA Biosolids Processing Facility.

Principal Hydrogeologist/Project Hydrogeologist, Class V Reverse Osmosis Concentrate Injection Well Permitting and Design Services, La Gorce Country Club, Miami Beach, Florida (2011-2012, ongoing). Project scope of services included all phases of injection well permitting and construction, including preparation of the FDEP injection well construction and testing permit (approved), well design and contractor bidding services, in addition to observation and testing during construction, mechanical integrity testing and well summary report preparation.

Principal Hydrogeologist/Project Hydrogeologist, Injection Well Mechanical Integrity Testing and Rerate Testing, Seacoast Utility Authority, Palm Beach Gardens, Florida (2010). Included permitting and FDEP UIC re-rating of a 24-inch, 3,320 feet deep domestic wastewater injection well and preparation of the MIT summary report. Mechanical integrity testing included an injection casing pressure test, high resolution temperature survey, video survey and radioactive tracer survey. JLA also performed rerating injection test of Injection well IW-1 including conducting a 24-hour injection test in order to permit the well at a higher rate. The successful test resulted in FDEP permitting the well at the higher rate of 10 fps.

ACADEMIC BACKGROUND

Bachelor of Science - Geology; Florida Atlantic University, 1985.
40 hour Hazardous Materials Health and Safety Training, Geraghty & Miller, 1989.

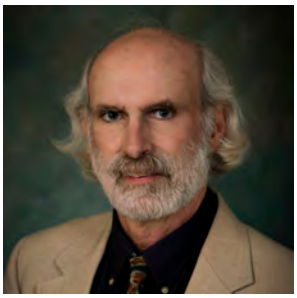
PROFESSIONAL REGISTRATION

State of Florida, Professional Geologist, No. 1103

RESUME

PAUL M. STOUT, Ph.D., P.G.

Principal Hydrogeologist, JLA Geosciences, Inc.



QUALIFICATIONS AND EXPERIENCE

Dr. Stout has more than 30 years professional experience in the general areas of: water resource evaluation; soil, surface water, and groundwater investigations; and groundwater flow and geochemical modeling. His work experiences have involved positions in teaching, research, government, and technical consulting. Projects in Florida have concentrated on water resource development and water use permitting issues, primarily associated with the largest municipal public water suppliers and other large water users of the Floridan and Surficial Aquifers. Work on these projects has involved groundwater modeling, aquifer performance testing, wellfield design and well construction. Dr. Stout has provided expert witness testimony and support for projects involving landfills, former manufactured gas plants, and water use permitting issues. While employed in academia, he received funding from state and federal agencies such as the US Environmental Protection Agency and the National Science Foundation to conduct research in the areas of hydrogeology and geochemistry. He also served as director of a state-certified analytical laboratory in Florida specializing in the chemical analysis of drinking water and environmental soil and water samples.

ACADEMIC BACKGROUND

Bachelor of Arts - Geology; High Honors, Colgate University, 1977
Master of Science – Geology, Duke University, 1979
Doctor of Philosophy – Earth Sciences, Scripps Institution of Oceanography, University California, San Diego, 1985
Postdoctoral Associate – Marine Geology/Geophysics, University of Miami, RSMAS 1986
Postgraduate Research Geochemist - Marine Science Institute, University California, Santa Barbara, 1987
Assistant Research Scientist/Adjunct Assistant Professor, Institute of Coastal & Marine Resources/Geology Department, East Carolina University, 1988
Adjunct Faculty, Palm Beach Community College, 2003

PROFESSIONAL REGISTRATION

State of Florida, Professional Geologist, No. 1118
State of North Carolina, Licensed Geologist, No. 1064

KEY EXPERIENCE

- Senior Hydrogeologist – Assist City of West Palm Beach in groundwater modeling and permit renewal to Evaluate Long-Term Water Supplies. Modified existing WPB MODFLOW Model including creating numerous scenarios followed by simulations assuming extreme drought rainfall conditions and development and application of WEAP modeling. Obtained 20-year permit renewal
- Senior Hydrogeologist – Assist the City of Lake Worth to evaluate the influence of future sea level riser on groundwater conditions through calibrated SEAWAT modeling of past, present, and future withdrawals from the City and ELUs and through the evaluation of technical literature.
- Senior Hydrogeologist – Perform groundwater modeling and impact evaluation to respond to SFWMD Consumptive Use Permit request for additional information.
- Senior Hydrogeologist – Assist Palm Beach County Water Utilities Department in evaluating climate change and sea level rise issues relevant to the County's water supply. Prepare a technical report detailing SLR and water resource management impacts.
- Senior Hydrogeologist – Assist City of West Palm Beach in groundwater modeling to Evaluate Long-Term Water Supplies. Modified existing WPB MODFLOW Model including creating numerous scenarios followed by simulations assuming extreme drought rainfall conditions and development and application of the WEAP model.
- Senior Hydrogeologist – Groundwater flow modeling of existing SAS wellfields to support application for CUP renewal, and preparation of Consolidated System Permit for Martin County Utilities.
- Senior Hydrogeologist - Hydrogeologic investigation, aquifer performance testing, groundwater flow and solute transport modeling for proposed golf course renovations on Palm Beach island.
- Senior Hydrogeologist - Assist City of West Palm Beach to evaluate future public water supply options. Developed and applied calibrated MODFLOW groundwater model to assess feasibility of constructing SAS wellfield to augment and/or replace City's existing surface water supply. Developed and applied analytical groundwater model to evaluate potential FAS wellfield.
- Senior Hydrogeologist – Assist City of Lake Worth to assess safe yield for existing SAS wellfield. Development and application of MODFLOW groundwater flow model and SEAWAT variable density groundwater model to address historical and potential future saline intrusion adjacent to wellfield.
- Senior Hydrogeologist – Hydrogeologic investigation, aquifer performance testing, groundwater flow modeling for private development on Jupiter Island.
- Senior Hydrogeologist – Variable density groundwater flow and transport modeling to evaluate historic operations of injection well in eastern Palm Beach County.
- Senior Hydrogeologist – Groundwater flow modeling to support permit application for mining operation in western Palm Beach County.

Aubrey Haudricourt, PE

MCKIM & CREED

KEY QUALIFICATIONS

- ✓ Electrical and Process Controls Engineering
- ✓ Project Management
- ✓ QA/QC
- ✓ 4160v &480v Electrical Engineering
- ✓ Equipment Assessment
- ✓ Generator Sizing

EDUCATION

B.S.E.E., Electrical Engineering, Old Dominion University

LICENSURE

Professional Engineer, FL #66861

Professional Engineer, GA #040193

Professional Engineer, VA #0402041299

Professional Engineer, TX #109612

Professional Engineer, AL #29912

AFFILIATIONS

Institute of Electrical and Electronics Engineers (Institute of Electrical and Electronics Engineers (IEEE)

IEEE Power & Energy Society (PES)

Aubrey has over 20 years experience in both electrical and instrumentation engineering. He has designed and overseen the installation of power generation, power distribution, lighting and process controls systems for large water and wastewater facilities as well as waste to energy and industrial facilities. Aubrey's expertise includes evaluating existing electrical assets for equipment life expectancy and risk failure assessment. He has also been involved in vulnerability studies for security, including hurricane and flood resiliency. He performs coordination and arcflash studies with recommendation for personnel protection. Aubrey also has over 20 years experience in other construction related fields, including inspection and management.

SELECT PROJECT EXPERIENCE

Marshall Street WRF Lab and East APCF Generator Imp. – Clearwater, FL
Mr. Haudricourt was project manager for replacement of standby generator power at the East Advanced Pollution Control Facility (APCF) and Marshall Street WRF Laboratory. The East APCF work included demolition of two standby generator systems and combining a single standby generator arrangement into one, an arcflash and coordination study, and a 6000-gallon bulk fuel tank. The generator was elevated above flood stage on a concrete platform and enclosed in a hurricane rated enclosure. New power ductbanks and distribution switchgear were installed along with four new transfer switches. Controls of these system were a combination of hardwired and Ethernet over a fiber media. At the Marshall Street Lab location, the project provided uninterruptible power supply (UPS) for sensitive laboratory equipment and a load shedding system for the existing standby generator. The uninterruptable power supplies were designed in an N+1 paralleled arrangement. Both projects were completed one month ahead of schedule.

Hollywood Medium Voltage Generator Upgrades – Hollywood, FL
Mr. Haudricourt provided a complete load and energy use study of the Hollywood WTP to determine upgrades to the medium voltage generator system. This included installation of a new 1500kW 13.2kV generator to existing standby system, additions to transfer gear, replacement of fuel day tank system with piping and addition of remote radiator for engine cooling.

Southwest Water Reclamation Facility Capacity Expansion – St. Petersburg, FL
Mr. Haudricourt was lead electrical design engineer for fast-track wastewater projects to mitigate storm surge and increase wastewater facility capacity from 40 to 78 mgd delivered through an expedited design-build process. Project duration was two yearly storm cycles; both fast- and late-track phases were implemented. We supported elevation of critical systems that included mechanical, electrical and controls above Category 3 storm surge. The team applied prefabricated electrical buildings in the design to shorten construction time; included submersible pump and valve actuators where elevation was not possible; and provided a medium voltage standby power expansion and medium voltage transformer loop design.

WWRF Biological Treatment Improvements Design Criteria Professional – Largo, FL
Mr. Haudricourt was lead electrical design engineer for upgrading "middle of the plant" processes to increase capacity and mitigate storm surge. Electrical design included elevated standby generation systems and electrical distribution buildings.

Marshall Street APCF MCC-9 Design – Clearwater, FL
Mr. Haudricourt was project manager for providing engineering design, bidding and construction phase services as well as an evaluation of the Motor Control Center 9 (MCC-9) for the Marshall Street Facility that was experiencing equipment failures associated with the MCC-9 resulting in the need for partial shutdown and temporary electrical connections for mixers in the anoxic basins. Our team provided updated calculations of Fault and Arcflash; design integration of 'Smart' MCC; and additional design and review for 200A service for Reactor Building, and replacement of existing conduit and supports.

Fiesta Village WWTP Filter PLC Upgrade, Lee County, FL
Mr. Haudricourt served as electrical engineer for the new control panel to replace an aging Modicon PLC with an Allen-Bradley CompactLogix. The design also included incorporating the existing valve controls into the new panel and relocation of level monitoring. The existing valves were replaced and the actuators were changed from 480VAC to 120VAC to minimize power consumption. This required a new power distribution design and an MCC evaluation. Included in the scope was an RFP development, full specifi cations, proposal review and recommendation of award.

Water Treatment Plant Biological Treatment Unit, Manatee County, FL
Mr. Haudricourt served as electrical engineer for the installation of, new 5kV breakers and feeders to provide power to the new Bio-Filter and Ultra Filtration projects. Mr. Haudricourt also performed the evaluation of the existing 5kV switchgear and loading calculations along with a coordination study and arcfl ash analysis. A new main-tie-main switchgear and MCC distribution gear were installed for the 480V distribution.

RO WTP #1 Pump Station Electrical Upgrades City of Clearwater, FL
Mr. Haudricourt served as project manager for design, bidding, construction management and observation services related to the RO Water Treatment Plant (WTP) #1 High Service Pump Station (HSPS) Electrical upgrade improvements included research and design for the combination of the two existing Duke Energy Services to the HSPS and RO Plant. He coordinated and held discussions with Duke Power on viability and costs. Services also included design for the removal of existing 150kW generator and connection of HSPS to existing 900kW generator system, design changes or additions to control of HSPS and blend pumps for functionality during portable generator connection. Our team also provided a preliminary design memorandum that outlined the design approach with back up data, adherence to scope, effects of construction and preliminary opinion of construction cost.

Lithia Sulfide Removal Water Treatment Facility — Tampa, FL.
As part of a 45mgd Hydrogen Sulfide Ozone removal facility for 17 ground water production wells, Mr. Haudricourt was the lead electrical engineer responsible for the design and construction of the electrical and controls systems for the ozone, side stream pumping, and oxygen systems. This project also included the installation of paralleled 1000kW standby generators, with closed transition transfer to the power company. At the time of completion, the facility was the largest ozone treatment facility in the United States. It currently supplies treated water to the eastern portion of Hillsborough County. Mr. Haudricout served as electrical and controls engineer for this project prior to joining McKim & Creed.

Marshall St WWTP - Diffused Aeration Conversion, City of Clearwater — Clearwater, FL.
Project lead engineer of the electrical and controls design for the facility's fine air diffused aeration conversion project. The design provided for three new blowers, controls and DeviceNet field instruments and valves to provide dissolved oxygen or ammonia control for thirteen Aeration Basins.

Lift Station No. 7 Evaluation, City of Sarasota — Sarasota, FL.
Provided electrical and instrumentation review, evaluation, and report on the maintenance and inspection procedures for a 10-mgd master pump station. This project was born out of a spill incident, where more than 500,000 gal of raw sewage escaped into the environment. The project included a presentation to the city council and general public.

Northwest Water Reclamation Facility - Diffused Aeration Conversion, City of St. Petersburg — St. Petersburg, FL.
Project lead engineer of the electrical and controls design for the facility's diffused aeration conversion project. The design provided for four new blowers with control panels and field instruments to provide dissolved oxygen control for Aeration Basin No. 4 and the conversion of Aeration Basin No. 4 from surface aerators to diffused aeration.

Wastewater Treatment Plant Modifications, Hernando County — Brooksville, FL.
Prepared project design for ultimate upgrade of the wastewater treatment plant from 1.25-mgd capacity to 6 mgd. Design includes new electrical service entrance design and power distribution with new emergency power generation. Energy monitoring capability is also incorporated in the design of the larger motor loads to help operations optimize power usage during peak hours. Design also included increased site lighting with a focus on “Dark Skies” compliance and task lighting.

Hugo E. Soto, P.E.

PROJECT MANAGER/PRINCIPAL GEOTECHNICAL ENGINEER

PROFESSIONAL EXPERIENCE

Hugo Soto has 39 years of experience providing geotechnical engineering, construction materials testing, inspection and consulting services. Geotechnical services include geotechnical design, analyses and recommendations related to the design and construction of foundations as well as geotechnical exploration programs. He is well versed in performing analysis and evaluation of field and laboratory data, in-situ soil testing, in-place permeability testing and geophysical explorations.

Hugo's extensive experience includes: evaluating bearing capacity and settlement for different types of shallow and deep foundation systems; analysis/evaluation of retaining walls, sheet piling systems, slope stability analysis of conventional and reinforced embankments, evaluation of drilled shafts, augercast piles and driven piles; evaluation, design, and implementation of subsurface improvement programs (i.e. application of dynamic compaction, preloading, compaction grouting, and vibro-compaction techniques); and conducting studies including monitoring vibrations of structures during construction.

PROJECT EXPERIENCE

Keystone Park Playground - North Miami, FL

Principal Engineer. Subsurface exploration and geotechnical recommendations were provided to remediate the depression on the playground at the keystone park. The purpose of these services was to provide information and geotechnical engineering recommendations relative to: subsurface soil conditions; results of the evaluation; soil and bedrock conditions; groundwater conditions; identification of unsuitable/problematic soil conditions; and recommendations for soil remediation. Terracon also performed earthwork observations and construction materials engineering and testing services during construction of the Keystone playground play surface replacement project.

Oleta River State Park - North Miami Beach, FL

Principal Engineer. Responsible for conducting geotechnical engineering services in connection with the construction project planned at the Oleta River State Park. The project consisted of the construction of an approximately 1,600-square foot, single-story bathhouse and campground area including a power pedestal and utility pad as well as asphalt paved and gravel roadways. The purpose of Terracon's services was to provide information and geotechnical engineering recommendations relative to subsurface soil/rock conditions, earthwork, foundation design and construction, groundwater conditions, typical pavement section, and pavement construction consideration.

8-inch Force Main Replacement and Pump Station 9141 Upgrade, PortMiami - Miami-Dade County, FL

Principal Engineer/Geotechnical Project Manager. Subsurface study and geotechnical engineering recommendations were provided for the proposed new 10-inch diameter force main pipeline to be installed between Pump Station 9141 on the Port side (Dodge Island) to a point of connection on the mainland (City of Miami). The proposed pipeline will replace the existing 8-inch diameter force main which runs partially affixed to the Port Boulevard bridge. Terracon is currently providing construction materials engineering testing services Miami-Dade Water and Sewer Department (WASD) that include soils testing, concrete testing, and asphalt concrete testing.

Aventura Hospital and Medical Facility - Aventura, FL

The planned project included a 3-story tower (designed for 7 additional future floors) and 5-story parking garage to be constructed at the northwest corner of the intersection of NE 209th street and Biscayne Boulevard in Aventura, Miami-Dade County, Florida. Terracon provided geotechnical engineering services for the healthcare project. Additionally, Terracon provided construction materials testing and inspection services for the Aventura Hospital Emergency Department Expansion. Engineering oversight and related testing services were provided by the firm during augercast pile load tests and production pile installation.

EDUCATION

Master of Science in Geotechnical Engineering, Utah State University, 1980

Bachelor of Science in Civil Engineering, Utah State University, 1979

REGISTRATIONS

Professional Engineer, #56108, Texas, 1994

Professional Engineer, #36440, Florida, 1985

AFFILIATIONS

American Society of Civil Engineers

Cuban Society of Engineers

YEARS OF EXPERIENCE: 39

YEARS AT FIRM: 11

Hugo E. Soto, P.E. (continued)

Black Point Park and Marina Parking Improvements – Miami, FL
Principal Engineer. Terracon provided geotechnical services for the proposed construction of pavement (parking areas and roadways) and light structure foundations. The proposed lighting pole structures were estimated to be 43 feet long and founded on a post foundation approximately 8 feet deep. Either a paved or stabilized parking area would be constructed at the grassed lot just north of Manatee Bay and on the northern grassed lot just west of Manatee Bay to accommodate truck and trailer parking spaces. Additionally, a roadway was planned to be constructed along Manatee Bay near the existing paved access route and connect to the existing roadway to the south side of the site. Terracon was involved in layout and coordination of the field exploration, review of laboratory and field testing as well as development of geotechnical design parameters for foundation design. Geotechnical recommendations pertaining to parking improvements were provided including an unpaved geoweb design option for boat trailer parking areas.

Seawall Evaluation at Pump Station 1 Facility, Miami-Dade Water and Sewer Department (WASD) - Miami, FL
Principal Engineer. WASD planned to renovate the seawall that existed at the time of Terracon's services due to signs of deterioration along the southeast edge. Pavement areas were also showing signs of heavy deterioration with holes found in the asphalt. Subsurface exploration, laboratory testing, and geotechnical engineering recommendations related to the design and construction of the seawall modifications were provided. The purpose of these services was to provide information and geotechnical engineering recommendations relative to subsurface and groundwater conditions, geotechnical engineering parameters for the design of the new seawall, construction considerations, and hydraulic conductivity of the existing soils.

University of Miami Practice Football Fields - Coral Gables, FL
Contract Manager/Principal Engineer. Three existing football practice fields (standard, full size, 100 yards each) were draining poorly. University of Miami wanted to design an upgrade/improvement to the fields' surface materials (maybe raise the elevation) and drainage (underdrain) system (gravity or pumped). The firm provided drilling, double ring infiltration tests, hand auger borings, and laboratory testing.

Broward County Courthouse - Fort Lauderdale, FL
Principal Engineer. The $213 million large scale construction project consisted of a 20-story building with more than 70 courtrooms within the 714,000-SF facility. Terracon performed a subsurface exploration program and geotechnical engineering evaluation to determine if the augercast piles were a suitable type of foundation system for support of the structure. Recommendations for the foundation design and related construction were furnished. Terracon also provided construction materials testing and inspection services. The scope of work entailed pile load test analysis and pile length recommendations, pile construction monitoring, post tension monitoring, and sealant special inspections.

Special Operations Command (SOC) Headquarters Building, Homestead Air Force Base (AFB) - Homestead, FL
Principal Engineer. The proposed project included a 3-story, 42,000-SF headquarters building, a 6.350-SF utility support building, and an 8,400-SF concrete antenna pad with a communication out-building located at the Homestead AFB. The firm performed subsurface exploration and provided geotechnical recommendations concerning earthwork and the design and construction of foundations, floor slabs, and pavements for the proposed project.

Fire Station No. 54 - Fort Lauderdale, FL
APR/Quality Review. A three-story fire station building was planned at the northeast corner of NE 32nd Street and NE 32nd Avenue in at the time of Terracon's initial services from 2012 to 2013. The facility would contain an apparatus bay at the west and generator pad on the east. Terracon provided geotechnical engineering services for the planned fire station under a continuing contract the firm held with the City of Fort Lauderdale. The firm performed geotechnical engineering services that included field exploration comprised of the drilling of borings, laboratory testing and geotechnical engineering services. Terracon also provided observation of the installation or the auger cast piles during construction as part of the design team in 2017. Terracon completed the auger cast pile installation monitoring for the 14-inch auger cast piles (ACPs) for the proposed facility. The firm provided engineering oversight and related testing services during the ACP installation to assure that the work was completed in a manner which met the intent of the project plans and specifications. Terracon's personnel furnished full-time observation of the pile installation work and recording such information as total length, rock socket length, grout volume, grout factor, and reinforcement type and placement procedures. The firm also provided geotechnical consultation services such as reviewing shop drawings, submittals and responded to requests for information (RFIs) during construction.

Rutu H. Nulkar, P.E.
SENIOR GEOTECHNICAL ENGINEER

PROFESSIONAL EXPERIENCE
Rutu has been practicing geotechnical engineering in South Florida for more than 15 years. A State of Florida registered professional engineer, she has managed several continuing services contracts during her career. Her geotechnical consulting capabilities include providing services for various types of projects including buildings, roadways, bridges, and drilled shaft inspections.

Rutu has performed geotechnical analysis and provided recommendations for design of shallow and deep foundation systems for bridges and buildings, and slope stability analyses for levees and canals. She also has over 15 years of construction materials testing and verification experience working on numerous Florida Department of Transportation (FDOT) projects and districtwide materials contracts. She has worked as an in-house geotechnical consultant with the District Materials Research Office (DMRO). Additionally, Rutu has led several geotechnical and materials testing contracts for the City of Fort Lauderdale, Palm Beach County, Broward County, and various School Districts located in South Florida.

PROJECT EXPERIENCE
Seawall Evaluation at Pump Station 1 Facility, Miami-Dade Water and Sewer Department (WASD) - Miami, FL
Project Engineer. WASD planned to renovate the seawall that existed at the time of Terracon's services due to signs of deterioration along the southeast edge. Pavement areas were also showing signs of heavy deterioration with holes found in the asphalt. Subsurface exploration, laboratory testing, and geotechnical engineering recommendations related to the design and construction of the seawall modifications were provided. The purpose of these services was to provide information and geotechnical engineering recommendations relative to subsurface and groundwater conditions, geotechnical engineering parameters for the design of the new seawall, construction considerations, and hydraulic conductivity of the existing soils.

Miccosukee Tribe of Indians of Florida, Water Treatment Plant Upgrades (WTP) – Miami-Dade, County, FL
Senior Geotechnical Engineer. The geotechnical engineering scope of services for this project included the advancement of nine test borings to depths ranging from approximately 15 to 30 feet below existing site grades. The purpose of these services was to provide information and geotechnical recommendations relative to: subsurface soil conditions, groundwater conditions, site preparation and earthwork, and mat foundation design. The improvements to the WTP included the following: Filter System Structure, Pellet Softener Structures, and Caustic facility.

Fire Station No. 8 - Fort Lauderdale, FL
Project Geotechnical Engineer. Terracon provided geotechnical engineering services for the proposed design and construction of Fire Station No. 8 to be constructed at the southwest corner of S.W. 1st Avenue and S.W. 17th Street. The purpose of Terracon's services was to provide information and geotechnical engineering recommendations relative to: subsurface conditions, earthwork, floor slab design and construction, groundwater conditions, foundation design and construction, results of hydraulic conductivity tests (K value), and geotechnical recommendations for pavement construction.

New Cruise Terminal B, PortMiami – Miami, FL
Senior Geotechnical Engineer. The planned project includes a new cruise terminal building and six-story parking garage with associated port infrastructure. At the time of our services, the site primarily consisted of paved roadway, parking, and loading areas. Terracon performed geotechnical exploration to evaluate the subsurface conditions at the project site and provided geotechnical engineering data relative to the geotechnical site characterization information including subsurface soil/rock conditions, earthwork, floor slab design and construction, pavement design and construction, groundwater conditions, and foundation design and construction.

EDUCATION
M.S., Civil Engineering, University of Florida, 2004

B.S., Civil Engineering, V.J.T.I. Matunga, Mumbai, India, 2001

REGISTRATIONS
Registered Professional Engineer, Florida #70625

AFFILIATIONS
American Society of Civil Engineers (ASCE)

Florida Engineering Society (FES)

Florida Engineering Society/Florida Institute of Consulting Engineers Leadership Institute

YEARS OF EXPERIENCE: 15

YEARS AT FIRM: 15

Rutu H. Nulkar, P.E. (continued)

New Sewage Lift Stations - Hollywood, FL
Senior Engineer. Four new sewage lift stations were planned to be constructed at: Funston Street east of State Road (SR) 7; Buchanan Street east of SR 7; McKinley Street east of SR 7; and off Sheridan Street east of SR 7. Terracon provided the subsurface exploration and geotechnical recommendations for project design and construction. The evaluation involved exploration of subsurface soil conditions, laboratory testing and preparation of the geotechnical report. The purpose of these services was to provide information and geotechnical engineering recommendations relative to: subsurface soil and rock conditions; earthwork; groundwater conditions; and foundation design and construction.

Krome Solar Project – Miami-Dade County, FL
Senior Geotechnical Engineer. The project consists of the development of a 70 MW photovoltaic (PV) electric power plant on 465 acres of agricultural land. It will include solar panels installed on steel structures and various other equipment and appurtenances associated with the power plant (e.g. switchgear, transformers, inverters, and overhead and underground electrical conveyance). Terracon provided preliminary geotechnical exploration relative to subsurface conditions, soil permeability, and groundwater conditions. The scope included drilling SPT borings, test pits, rock coring, percolation tests, double ring infiltration (DRI) tests, a temporary groundwater monitoring well, field electrical resistivity testing, laboratory thermal resistivity dry-out curve testing, laboratory corrosion series testing, and laboratory index testing of soil samples.

Mast Arm at Quail Roost Drive Interchange, Widen Homestead Extension of Florida's Turnpike (HEFT) from SW 216th Street to N. of SW 184th Street, Florida Turnpike Enterprise (FTE) - Miami-Dade County, FL
Project Manager for geotechnical engineering services for the proposed construction of one new signal mast arm assemblies at the HEFT Quail Roost Drive Interchange. The firm performed subsurface exploration services to provide geotechnical design parameters to assist in the design of the mast arm foundations.

Doral Emergency Generator - Doral, FL
Project Manager. The project will include construction of an emergency generator slab on the east side of the existing building. The slab will be 8 inches thick. Terracon is providing a geotechnical study for the proposed development. The scope of our work includes performing field exploration, laboratory testing, engineering analysis, and providing geotechnical engineering recommendations relative to the construction

I-75 Express Lanes Segment E - Broward County, FL
Project Manager. The $75 million D/B project, known locally as "Segment E", includes construction of four express toll lanes, on a 10-kilometer (6.2-mile) stretch of heavily used highway, installation of systems to manage the flow of traffic on the roads and the connection to the existing traffic control system, and construction access roads to the I-595 reversible express toll lanes to serve traffic between I-595 and I-75. Terracon conducted geotechnical engineering services in a subconsultant capacity. The scope of our work included field exploration, laboratory testing and geotechnical studies. Geotechnical recommendations were furnished for roadway, sign structures, culverts, sound walls, and other project components.

FDOT Districts 4/6, Geotechnical and Material Test Continuing Contract Districtwide, - Various Locations
Project Manager/Project Engineer. Performed verification sampling, testing and reporting on the various terms of work. Contract services included sampling, field and laboratory testing of bituminous material, concrete, soils, aggregate materials, water, steel, prestress concrete, precast concrete, and others. Projects included SR 710 Bridge replacement, I-95 from Indian River County Line to north of SR 60, SR 70 addition of 2 lanes and reconstruction, and SR 70 from Okeechobee/St. Lucie County Line to MP5.871.

Ali Cultural Center - Pompano Beach, FL
Project Engineer. The historic two-story Ali Cultural Arts building was built in the 1930's and was purchased in 2012 by the Pompano Beach Community Redevelopment Agency (CRA). Plans were developed for a world class cultural arts venue which would expand the current foot print with an additional 2,400-square foot building and an outdoor courtyard for concerts. In 2013, Terracon conducted a subsurface study and developed recommendations for site preparation, foundation design and ancillary construction for the renovation project that includes gallery space, multi-purpose space (i.e. dance, meetings, and classes), outdoor event/performance space with seating, administrative space, storage/archive space, and a conference room. The firm provided construction materials testing and inspection services during the construction of the elevator addition at the center. The firm was also responsible for performing construction materials testing services for the CRA in 2014 and 2015 during construction of the building footings, slab on grade, columns, and walls of CMU, fill cells with grout, construction of beams and metal roof deck with insulation. The scope of Terracon's services included earthwork observation and testing, concrete testing, masonry grout testing, structural inspections, laboratory services, and reporting.

4.5 Firm's Resources and Experience with Governmental Entities

The South Florida Advantage: Ability and Commitment to Serve South Florida Clients

Local South Florida Offices

Kimley-Horn has conscientiously served municipal clients for many years and are dedicated to improving the communities where we live and work and encourages employees to actively contribute to their communities. Kimley-Horn has offices in the tri-county area of Miami-Dade, Broward, and Palm Beach counties. **Kimley-Horn established its first Florida office in 1968 in West Palm Beach, and we have established thriving offices in Miami-Dade County since 1993 and Broward County since 1983.**

Miami-Dade County	Broward County	Palm Beach County
355 Alhambra Circle Suite 1400 Coral Gables, FL 33134 305.673.2025	600 North Pine Island Road Suite 450 Plantation, FL 33324 954.535.5100	1920 Wekiva Way Suite 200 West Palm Beach, FL 33411 561.845.0665

We are currently serving as consultant for your neighbors in Miami Gardens, Miami Lakes, Medley, Fort Lauderdale, Hollywood, Pompano Beach, Miramar, Homestead, Miami Beach, Miami, South Miami, and Bay Harbor Islands, along with dozens of other Florida municipalities. We understand the dynamics of your community and your staff's expectations. We have committed to providing you with responsive service by professional and highly-experienced staff and have delivered accordingly.

Responsive Local Project Manager

It is Kimley-Horn's motto that we "have no reason to exist except to serve our clients." The City of North Miami Beach has our commitment that our project team will remain responsive to your needs and concerns throughout the duration of this contract. We strongly believe that Kimley-Horn's continuing success rests on the strengths of its day-to-day management, vision for the firm, emphasis on quality, and responsiveness to you as our client.

Responsiveness is providing the City of North Miami-Beach with information on short notice. It is promptly returning phone calls. It is exceeding your expectations, and this is where Kimley-Horn excels. We put our clients' needs first. **When you call, project manager Tom Jensen, P.E., he will respond.** Tom has a strong passion and commitment to serve the City of North Miami Beach and will be the primary point of contact for the Kimley-Horn team. He will be responsible for overall project management, communications with the City, coordination of the team's resources, and ensuring that each deliverable meets Kimley-Horn's high-quality standards.

To assist Tom, **Samantha Graybill, P.E.** will serve as the City's associate project manager. Samantha has worked closely with Tom for the past nine years and with the City for the past four years. **These two professionals will provide to the City a level of serve that no other firm can match.**

Record of Implementation Success

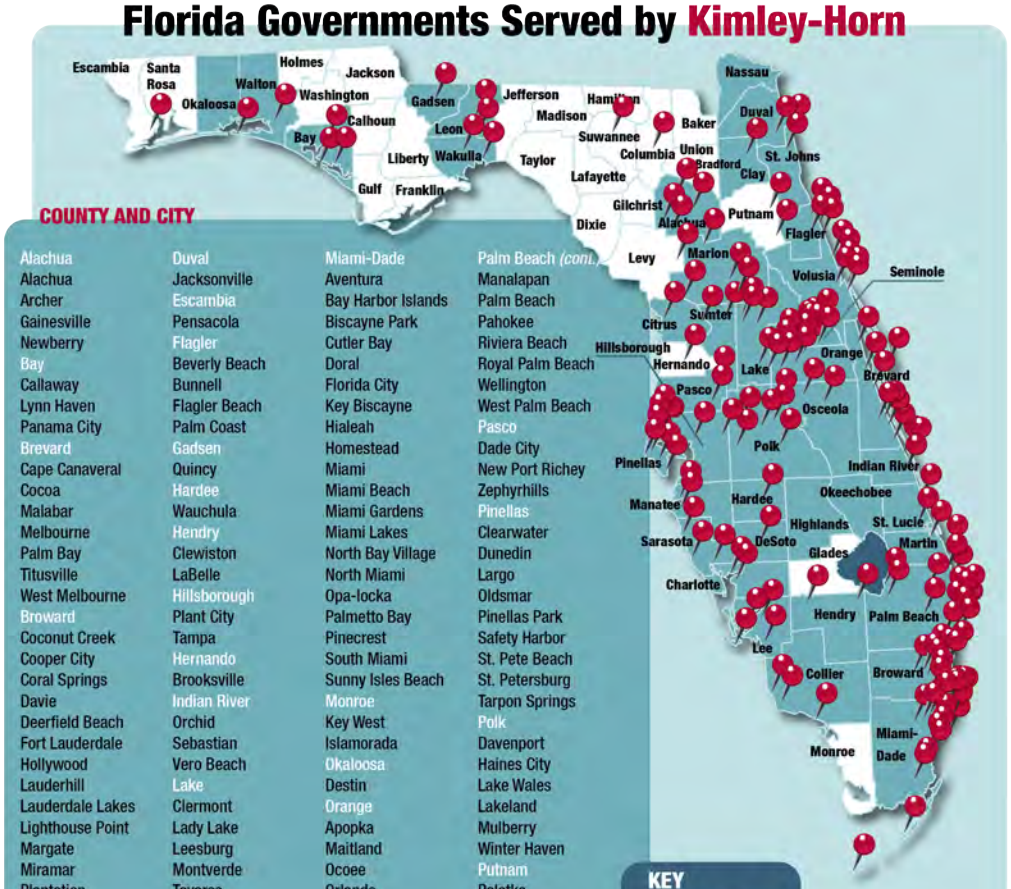
As a multidisciplinary firm with most services offered in-house, Kimley-Horn has successfully employed a collaborative approach between our engineers, planners, landscape architects, and environmental scientists to provide creative, practical, comprehensive, and permittable solutions to our clients' needs. Our team's long resume of taking complex design projects from the planning phase to final construction is a testimony to our ability to manage and implement these types of projects successfully. Kimley-Horn makes the most of its professionals' vast array of services, knowledge, and experience to better serve our clients' projects.

Success Serving Municipalities

Kimley-Horn has been serving municipal clients since our inception in 1967. Kimley-Horn has a long history of being a successful consultant to local government clients. We have served more than 100 cities, counties, and local government clients throughout Florida—and more than 50 of these municipalities have chosen Kimley-Horn as their on-call consultant. Throughout the firm's growth, we have come to appreciate the value and importance of remaining true to our roots as a small firm AND focusing our attention on our local clients and providing them with the personalized and responsive service they expect.

One feature that separates Kimley-Horn from other firms is our ability to provide integrated services for a project. Kimley-Horn has outstanding in-house resources and technical expertise to provide virtually all required services. One of the benefits Kimley-Horn offers is our diversified resources and ability to draw from those resources at any time. We pride ourselves in our ability to tailor comprehensive engineering services to our clients' needs. **Your project manager, Tom Jensen, P.E., is empowered to call upon any resources you may need, and can assure you that, if required, additional technical expertise is only a phone call away.** Although Kimley-Horn has many disciplines, we have one expertise—making our clients successful.

Florida Governments Served by Kimley-Horn



COUNTY AND CITY

Alachua
Alachua
Archer
Gainesville
Newberry
Bay
Callaway
Lynn Haven
Panama City
Brevard
Cape Canaveral
Cocoa
Malabar
Melbourne
Palm Bay
Titusville
West Melbourne
Broward
Coconut Creek
Cooper City
Coral Springs
Davie
Deerfield Beach
Fort Lauderdale
Hollywood
Lauderhill
Lauderdale Lakes
Lighthouse Point
Margate
Miramar
Plantation
Pembroke Pines
Pompano Beach
Sunrise
Weston
Charlotte
Port Charlotte
Punta Gorda
Citrus
Crystal River
Inverness
Clay
Fleming Island
Collier
Everglades City
Marco Island
Naples
Columbia
Lake City
DeSoto
Arcadia

Duval
Jacksonville
Escambia
Pensacola
Flagler
Beverly Beach
Bunnell
Flagler Beach
Palm Coast
Gadsen
Quincy
Hardee
Wauchula
Hendry
Clewiston
LaBelle
Hillsborough
Plant City
Tampa
Hernando
Brooksville
Indian River
Orchid
Sebastian
Vero Beach
Lake
Clermont
Lady Lake
Leesburg
Montverde
Tavares
Lee
Cape Coral
Estero
Fort Myers
Sanibel
Leon
Tallahassee
Woodville
Levy
Williston
Manatee
Bradenton
Palmetto
Marion
Belleview
Dunnellon
McIntosh
Ocala
Martin
Jupiter Island
Stuart

Miami-Dade
Aventura
Bay Harbor Islands
Biscayne Park
Cutler Bay
Doral
Florida City
Key Biscayne
Hialeah
Homestead
Miami
Miami Beach
Miami Gardens
Miami Lakes
North Bay Village
North Miami
Opa-locka
Palmetto Bay
Pinecrest
South Miami
Sunny Isles Beach
Monroe
Key West
Islamorada
Okaloosa
Destin
Orange
Apopka
Maitland
Ocoee
Orlando
Windermere
Winter Garden
Winter Park
Osceola
Kissimmee
St. Cloud
Palm Beach
Belle Glade
Boca Raton
Boynton Beach
Briny Breezes
Delray Beach
Greenacres
Haverhill
Hypoluxo
Jupiter
Juno Beach
Lake Park
Lake Worth
Lantana

Palm Beach *(cont.)*
Manalapan
Palm Beach
Pahokee
Riviera Beach
Royal Palm Beach
Wellington
West Palm Beach
Pasco
Dade City
New Port Richey
Zephyrhills
Pinellas
Clearwater
Dunedin
Largo
Oldsmar
Pinellas Park
Safety Harbor
St. Pete Beach
St. Petersburg
Tarpon Springs
Polk
Davenport
Haines City
Lake Wales
Lakeland
Mulberry
Winter Haven
Putnam
Palatka
Crescent City
Sarasota
North Port
Sarasota
Venice
Seminole
Altamonte Springs
Casselberry
Longwood
Oviedo
Sanford
Wekiwa Springs
St. Johns
Ponte Vedra
Nocatee
St. Lucie
Fort Pierce
Port St. Lucie
Sumter
Wildwood

Suwannee
Live Oak
Volusia
Edgewater
Daytona Beach
Shores
New Smyrna Beach
Ormond Beach
Port Orange
South Daytona
Wakulla
Crawfordville
St. Marks
Walton
Freeport

KEY
Counties served by Kimley-Horn
Cities served by Kimley-Horn

Ability To Maintain Successful Existing Client Relationships

Kimley-Horn's most valued asset is our ability to maintain lasting relationships with our respective clients. We are proud of the successful and long-lasting relationships we have developed with our esteemed clients and gauge our success by the longevity of our partnerships. Examples of successful established relationships include adjacent local governments, regulatory agencies, the Florida Department of Environmental Protection, and the Florida Department of Transportation.

You may question why clients choose Kimley-Horn over all the top-class consulting firms. Chances are they would tell you that Kimley-Horn has a reputation for helping our clients achieve success. We listen to their needs, meet their schedules, accomplish their missions, deliver results, and exceed expectations. Our employees are taught to respect and appreciate their clients and put forth the extra effort to guarantee those clients return to us at the next opportunity.

Each individual plays a role in maintaining the policies and practices which have helped us build an unusually experienced and stable professional staff, a strong project management system, and a close professional rapport with clients and public officials. We maintain these relationships through a professional manner that strives to meet the governing intent of the agency, the safety of the public, and the needs of our client.

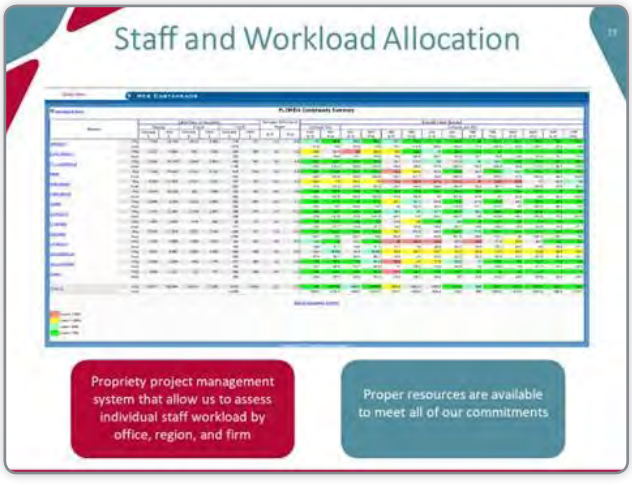
System to Evaluate Project Performance And Productivity

Kimley-Horn is very progressive when it comes to understanding its current workload and its capacity to take on clients. Kimley-Horn utilizes a robust management information system to continuously track our project performance and productivity. One of the key elements of this management information system is our cast-aheads system. The cast-aheads system is the primary means of tracking and evaluating our staffing needs. Updated monthly firm-wide by all project managers, we use the cast-aheads system to define specific staffing needs for the upcoming month and for the next six months. The input required from project managers includes individual project names, as well as requests for specialty personnel to work on these projects for an allocated period. The combined input from all project managers is compiled and distributed in the form of a report to all project managers and regional management for review and discussion at a monthly cast-ahead meeting. Work overloads or shortages for specific personnel and for individual offices are tabulated and addressed at the meeting. Where possible, these imbalances are resolved through internal shifts of personnel between offices. **The objective is to balance the workload in a manner that maximizes the utilization of production staff while ensuring that all project requirements and client deadlines are met.** This tool is another example of the importance Kimley-Horn places on client service.

Shifting of Staff

Part of exceptional client service—one of our core values—is being available to serve our clients when they need us. We typically think of extra effort as key to exceptional service, but shifting work is another way for us to deliver on this core value. **Shifting, a concept unique to Kimley-Horn, has been a critical component of Kimley-Horn's one-profit center culture since we opened our doors in 1967.**

Shifting refers to Kimley-Horn's ability to use resources throughout the firm to work on client projects. Our clients benefit from shifting because they are able to receive the full strength and experience of our firm no matter where someone "sits." Separate Kimley-Horn teams never compete for a project. Instead, we combine staff from various locations to make the best team for our clients. Through shifting, we are able to select resources and talents that best meet our clients' needs. At times, this allows us to make commitments to clients that our competition cannot—because we are confident we have resources, via shifts, to meet them. Project managers can feel empowered when making these commitments, knowing that the full firm is there for support.



Visualizations, Websites, Social Media

Kimley-Horn can assist the City of North Miami Beach with the establishment of project websites to document the process of a particular project and solicit additional input if desired. In addition to traditional public engagement techniques, this website could be accessed through either a link on the City's website or advertised in project bulletins or newsletters. Your project website could be the virtual heart of your public information campaign. All meeting notices, locations, and maps could be available on the website. Likewise, all deliverables could be available for viewing and downloading. A password-protected portion of the website could be available to the project team and the City to view schedules, design drawings, and project communication. The website could also feature the ability for the community to post comments regarding the project and process. Our graphic designers are available to assist with all graphic needs required for this project to ensure effective and engaging communication.

Business, Civil Organization, and Local Stakeholder Group Involvement

Kimley-Horn is a statewide leader in public involvement. Our articulation, resourcefulness, thoroughness, and keen sensitivity to public perception ensures that all public outreach activities are performed with professionalism and tact. Kimley-Horn understands the pivotal role of meaningful and successful public involvement programs that enable area residents and stakeholders to establish priorities for their communities. Kimley-Horn's public involvement experience provides a unique perspective on community engagement. Working collaboratively with your staff, Kimley-Horn can help craft a public involvement process that will purposefully engage the community, emphasizing listening and learning, effective consideration of alternatives, key priority evaluation, and definition of shared community values.

Tools to Ensure Community Support

Kimley-Horn is known for developing innovative approaches to projects that involve community participation. Many of our public projects are challenging, sometime controversial, and complex and Kimley-Horn can design and implement an inclusive, engaging, and effective public process. We have developed effective methods of bringing the community into the process, including:

- Public meetings and workshops
- Charrette design and facilitation
- Innovative notification techniques
- Focus groups
- iTown virtual meeting
- Geographic information system (GIS) analysis and graphics
- Extensive graphics support, including 3-D modeling
- Public comment recording
- Website development
- Visualization techniques
- Polls and surveys
- Marketing collateral

Communication And Reporting

Clear and continuous communication with our clients and the project team concerning budget, schedule, and performance is routine to Kimley-Horn and cannot be underestimated in its role concerning project success. Based on the City's desired level of communication, Kimley-Horn will tailor and implement a communication and reporting program to meet the City of North Miami Beach's project management and financial tracking requirements. Kimley-Horn will ensure that we clearly understand the project objectives and focus on continual and open communication of all project activities.

Use of Technology to Ensure Responsive Service

At Kimley-Horn, we are always examining our use of technology to be sure it matches our clients' needs. We understand that you want a consultant who serves as a true extension of your staff and, as such, Kimley-Horn does whatever is required to make our communication and design methods compatible with our clients. Sometimes that means we develop a project website to enhance communication between project team members. Other times it means we need to upgrade to a specific version of design software to effectively collaborate with the team. Our clients, who represent a broad range of markets and disciplines, vary widely in technological capabilities and needs; for this reason, we continuously update our own software and hardware to remain current, while also maintaining "previous versions" to serve those clients who choose not to update. By maintaining a library of resources, we can cater to virtually any client in any application. Our firm has an internationally networked computer system that incorporates public and private datacenters that help our engineers and staff process data quickly and accurately.

4.6 Client References

You may ask why Kimley-Horn's clients choose Kimley-Horn out of all the top-class consulting firms they have to choose from. Chances are they'd tell you it was because we have a reputation for making them successful. We listen to their needs, meet their schedules, accomplish their missions, deliver results, and exceed expectations. You simply won't find this caliber of service anywhere else. We invite you to contact the references provided in **Section 4.7, item 6.13 Proposer Experience forms** so that you can hear firsthand about the outstanding quality of service we routinely provide. **Item 6.13 Proposer Experience forms are provided for our subconsultants in Section 4.7 as well.**

Kimley-Horn Projects for Miami–Dade, Broward, and Palm Beach Counties

Kimley-Horn has 82 active projects with the municipalities of Miami–Dade, Broward, and Palm Beach counties.

BROWARD	**29**
MIAMI–DADE	**30**
PALM BEACH	**23**
GRAND TOTAL	**82**

Within Kimley-Horn's Miami, Plantation, and West Palm Beach offices, we have more than 280 employees that comprise the disciplines of land development, utilities, roadway, structural, airports, landscape architecture, and planning. The total number of projects currently within these three offices is: 1,990.

Kimley-Horn Projects in The Southeast United States

Kimley-Horn has more than 800 employees in 16 offices throughout Florida, and more than 4,000 employees nationwide. A firm of our size maintains a consistent workload at all times to maintain the staff levels we have. We (our Florida region) are constantly adding and completing projects across the nation and within Florida. Kimley-Horn within the southeast United States holds thousands of active contracts at any given time. Currently, Kimley-Horn has 5,214 active contracts within the southeast United States (our Florida region) across all our disciplines.

Subconsultant Projects in Miami–Dade, Broward, and Palm Beach Counties

Architectural Studio, Inc. (ASI)

The majority of ASI's municipal work has been in the Central Florida Region. However, ASI has begun to seek out work in the South Florida region, particularly in Miami–Dade, Broward, and Palm Beach counties, as ASI has a satellite office in Fort Lauderdale. While ASI has contractual commitments in those locations, those projects are close to completion and should allow ASI freedom in scheduling and availability. Currently, ASI's workload does allow the ability to provide the City of North Miami Beach with outstanding priority service to meet the City's every need regarding project schedules.

Avirom & Associates, Inc.

MUNICIPALITY	CONTRACT START DATES	CONTRACT END DATES
City of Coral Springs	October 2015	October 2020
City of Delray Beach	November 2001	August 2022
City of Key West	March 2018	April 2023
City of Pompano Beach	October 2015	October 2020
Martin County	May 2016	May 2020
Monroe County	February 2016	October 2020
Town of Lauderdale–By–The Sea	May 2017	May 2022
Village of Islamorada	August 2015	August 2020
City of Tamarac	September 2016	September 2020
City of Boynton Beach	April 2017	March 2020
City of Marathon	February 2017	February 2022

JLA Geosciences, Inc.

- City of WPB – ASR
- City of WPB – Master Plan
- City of WPB – Model Updates
- City of WPB – Wellfield Testing
- Delray Beach – Well Condition Assessment
- Homestead – SDI Quarry
- Mock Roos – WPB – SFWMD CUP Compliance
- Palm Springs – Wells 11&16 Rehab
- PBCWUD – (WUD 16–017) – Systemwide Wellfield Rehab
- PBCWUD – (WUD 16–017) – Systemwide Wellfield Rehab
- PBCWUD – (WUD 19–010) Monitor Well Upgrades
- PBCWUD – Master Plan
- PBCWUD – MIT Assistance
- PBCWUD – UFA ASR Rehab
- PBCWUD – WTP2 IW, 2W–2R – Design Permit Bidding
- PBCWUD – (WUD 18–011) – Misc Services
- Seacoast – DIW Permit Renewal
- Seacoast – PBG – 2018 Replacement Wells Construction
- Seacoast – PBG – Repl Wells FY2018 Construction
- Seacoast – PBG – UFA Well F–9 Construction
- Seacoast – Reclaim Wells
- Seacoast – Wellfield Modeling
- Seacoast – Wellfield Rehabilitation
- Solid Waste Authority – On–Call Hydrogeological Services
- Solid Waste Authority – PBREP ISW Condition Assessment
- Town of Jupiter – General Hydrogeological Consulting
- Town of Jupiter – Old WF2 Replacement Wells
- Town of Jupiter – Partial Wellfield Testing
- Town of Jupiter – Well Rehab
- Village of Wellington – Surface Water Model, Water Budget Analysis
- Village of Wellington – Well Rehabilitation 2019
- Village of Wellington – WTP and WRF IW Data Analysis
- Village of Wellington – WUP Modification

McKim & Creed, Inc.

Miami Dade:

- North Miami Beach Water Treatment Plant

Broward County:

- Lift Station F-01 Rehabilitation and Upgrade: This project included evaluation of the condition of the County's Lift Station F01 with recommendations for improvements to increase the station's efficiency followed by the design and construction of the approved renovations. In addition to the evaluation, McKim & Creed provided preliminary and final engineering, and coordination of bidding and construction phase services to accomplish the improvements.

Palm Beach County:

- **Palm Beach Water System Improvements WTP 2, 8, and 9:** McKim & Creed provided instrumentation & controls and services for the supplied equipment, including but not limited to the following: engineered shop drawings, software submittals, panel fabrication, programming, shop testing, installation supervision, field testing, startup, training, O&M, and warranty.
- **Palm Beach County Value Engineering Workshop for WTP 2 Filter Replacement:** McKim & Creed was asked to participate and conduct preliminary review of the design drawings and specifications for structural and electrical/instrumentation & controls engineering to the value engineering review team. McKim & Creed's senior electrical engineer and senior structural engineer reviewed the 60% design drawings and specifications for WTP 2 filter replacement before attending the 60% value engineering workshop. The group also performed value engineering for the 60% WTP 2 filter replacement design during a 5-day workshop help in West Palm beach. Value engineering comments and reports were generated during the workshop.

Terracon

Terracon holds multiple continuing services contracts with state, county, and local governmental entities, as well as private sector contracts in the South Florida area (i.e. Miami-Dade, Broward, and Palm Beach counties). Clients include but are not limited to: South Florida Water Management District, Florida Department of Transportation (FDOT) Districts 4 and 6, Florida Department of Environmental Protection (FDEP), Miami-Dade College, and the Town of Miami Lakes.

The nature of Terracon's work requires the firm to typically provide services on an expedited basis. Terracon's typical backlog is made up of many short duration assignments and, therefore, Terracon's workload varies on a weekly basis. Furthermore, long-term contracts are of indefinite quantity, making workload dependent upon individual work orders and difficult to predict.

Therefore, based on prior experience, Terracon believes that present and future workload capacity is more than adequate to conduct the required services for the City's contract in a prompt (timely) and efficient manner. If necessary, Terracon also has additional geotechnical resources to draw upon from the firm's 12-office Florida network, particularly Terracon's Palm Beach and Fort Lauderdale offices.

Pending Lawsuits Involving Kimley-Horn With More Than 10% Interest That Are Related To Services Provided Under This RFP

Not applicable.

Litigation Within The Past Three Years

Kimley-Horn's litigation statement is provided in Section 4., item 6.12 Proposer Questionnaire, item 15.

4.7 Required Forms, Attachments and Value-Added Benefits

The following forms are provided at the end of this section:

- Statement of "No" Bid (N/A)
- Acknowledgement of Addenda
- Bid Signature Page for Cooperation
- Bid Signature page for Sole Proprietor or Partnership
- Drug Free Workplace Program
- Solicitation, Giving, and Acceptance of Gifts Policy
- Source of Information
- Indemnification Clause
- Sworn Statement pursuant to section 287.133 (3) (a) Florida Statutes on Public Entity Crimes
- Anti-Kickback Affidavit
- Non-Collusive Affidavit
- Proposer Questionnaire
- Proposer Experience
- Designation of Qualified Discipline Form

Value-Added Benefits

Kimley-Horn's value-added benefits are provided on the following pages.

Value-Added Benefits

Capability to Provide Multidisciplinary Services for On-Call Contracts

On-call contracts require a different approach from typical project-specific contracts. Each task assigned under an on-call contract will need an individualized approach that includes the various disciplines necessary to complete the assignment. At Kimley-Horn, the overall approach for a task begins with an initial scoping meeting, development of the fee proposal, and a clear understanding of expectations and deliverables. Upon notice to proceed, the appropriate staff is assigned to accomplish the task within the agreed upon timeframe. One of the advantages that Kimley-Horn offers is our ability to assign the right staff to each task. We can draw from a multitude of disciplines and resources to complete each assignment—whether the task is relatively minor, requiring only a few people in a single discipline; or a complicated task requiring numerous people and multiple disciplines.

Kimley-Horn also focuses on project management, from the inception phase through the construction phase of each project. Our project managers receive bi-monthly effort reports on manpower and expenses—helping them to establish a clear picture of project cost, cost control effectiveness, and schedule—all tools they need to keep projects moving ahead. We recognize that each project has its own expectations that need to be understood, and then exceeded. Kimley-Horn's quality assurance/quality control (QA/QC) measures are built into our project management processes.

In addition to project work, each individual plays a role in maintaining the policies and practices which have helped us build an unusually experienced and stable professional staff, a strong project management system, and a close rapport with our clients. Kimley-Horn staff have formed successful and long-lasting relationships with our clients because we believe in exceptional client service combined with technical excellence.

Procedures to Ensure Project Success

Kimley-Horn has integrated the following procedures into its firm to ensure the success of our client's projects.

Project Management Techniques

Kimley-Horn recognizes that a strong project management technique is necessary to successfully complete all the City's projects. Our standard management practices are outlined in a formal manual published by the firm entitled, Project Manager's Manual. This document clearly establishes the firm's policy, which requires the project manager to prepare a detailed work plan and management plan for each major project. This includes a plan for controlling and directing all elements of the project.

Our entire approach to project management is characterized by the following philosophies and policies, which are ingrained in the Kimley-Horn culture:

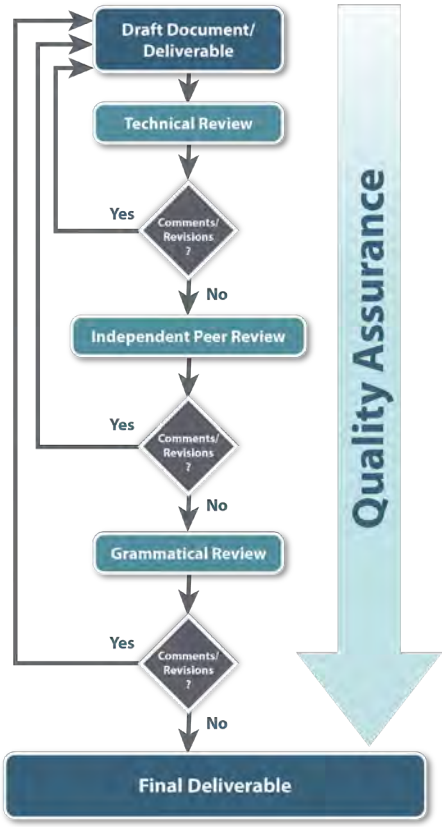
- We will not only control and manage the project schedule, we will anticipate problems, creatively develop solutions, and implement a set of actions before problems arise.
- We will follow up on action items to ensure that planned actions are executed by a single responsible person. There will be no misunderstanding as to who was or is responsible.
- Our project management plan will promote efficiency, clarify communication protocols, provide direction, avoid misunderstandings, and govern routine action.
- Our project management plan will clearly identify, budget, and plan for effective quality control and independent reviews, and we will produce a result that exceeds contractual expectations.
- We will execute random inquiries into schedule adherence, work performance, quality performance, and resource allocations to determine compliance with planned project performance. We will identify anomalies and take instant corrective actions as needed.
- Our project manager, **Tom Jensen, P.E.** will be in command and control of the project at all times. He will have the authority to allocate resources and correct problems without senior management approval.
- We will view the project from your perspective, examine issues in a strategic context, and provide you with tactical solutions.

Kimley-Horn project managers also develop very detailed work plans that include specific task items for the duration of all projects with associated team members develop very detailed corresponding time. The work plan defines who, what, when, where, and how for all project tasks. This level of detail requires the project manager and the team members to think the project through and develop a plan that they will then be responsible for implementing. This work plan process also helps to ensure the correct team members are selected for the work and minimizes problems through early detection, experience, and expertise.

In short, Kimley-Horn's management approach is team-oriented, no-nonsense, results-oriented, and saturated with top quality people who routinely produce superior results. Kimley-Horn has the depth of resources, local experience, and diversity of expertise to provide the entire scope of services required for this project.

Quality Assurance/Quality Control (QA/QC)

A key component of quality control is quality people. We offer you a team of experienced and technically proficient professionals who know how to implement the types of projects anticipated under the City of North Miami Beach's Professional Civil Engineering Services contract. The Kimley-Horn team provides the ideal combination of relevant experience, expert engineering, and proven cost control management techniques.



We achieve quality through rigorous planning, coordination, supervision, technical direction, and the use of appropriately skilled professionals. The following steps summarize our formal in-house program for complete quality management:

- **Develop Detailed Work Plan.** The work plan establishes the major tasks, identifies staff members who will complete the tasks, determines how much time the tasks will take, designates the quality control review staff, and details the schedule for accomplishment.
- **Assign QA/QC Responsibility.** Our formal QA/QC program is based upon assigning experienced senior professionals who are otherwise qualified to manage a particular project to serve in an independent quality control role. Kimley-Horn's QA/QC advisor is **Gary Ratay, P.E.** Gary will conduct QA/QC reviews at the end of each project phase to ensure that the project deliverable is not only technically correct but also consistent with the project's objectives.
- **Conduct Peer Reviews.** We design peer reviews to check, review, and provide oversight of work activities. Individuals who are not directly responsible for performing the task conduct peer reviews, offering an unbiased technical evaluation at every step of the project.
- **Perform Meticulous Project Documentation.** Appropriate data and work papers that detail the choices that were evaluated and the basis for recommendations will support all documents.
- **Final Project Manager Endorsement. Tom Jensen, P.E.**, our project manager, will evaluate each project for clarity, accuracy, completeness, and scope compliance.

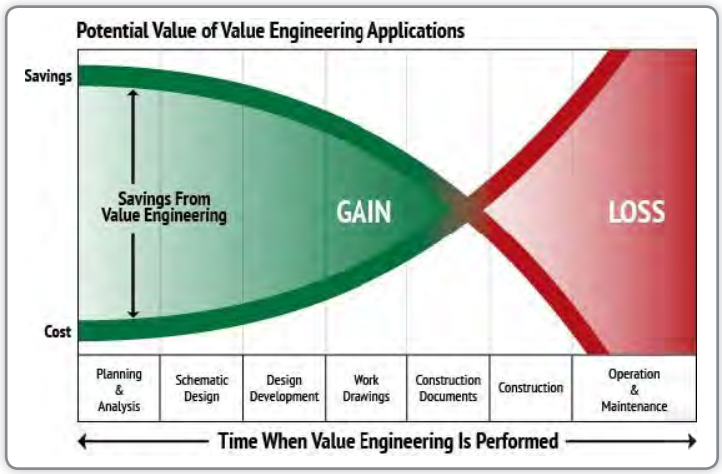
Value Engineering (VE)

Kimley-Horn's VE philosophy is to provide constant value engineering by focusing on better decisions, better information, better analysis, cost reductions, increased productivity, and accurate deliverables throughout all project steps. VE is a key factor for developing successful projects that transition from study to design and design to construction. The challenges associated with each project task are solved creatively and effectively and each step is reviewed by the most qualified professional to ensure the highest level of value. Kimley-Horn has also worked with many municipalities and governmental agencies to provide peer and VE reviews. Our team's expertise can be applied to designs completed or partially completed by other engineering companies.

Our experience in all facets of municipal work can be applied to any existing project with positive results and added value to the City. The common goal of the Kimley-Horn team is to provide the City with the most value throughout every aspect of each project assignment.

Kimley-Horn understands your priorities and what you expect from the VE process. Construction projects face many challenges: budget and time constraints, environmental impact, user expectations, and quality, just to name a few. Applying the VE methodology to the design and implementation of construction projects can provide the following benefits:

- Reduced project construction costs
- Decreased operation and maintenance costs
- Improved project schedules
- Increased effective use of resources



At Kimley-Horn, we strive for incremental improvements with every design decision. The official definition of VE methodology includes a five-step process consisting of:

1. Data collection and review
2. Evaluation
3. Alternatives
4. Comparisons
5. Recommendations

The process can be a separate independent formal review or integrated into the design process. During design or review of a project, decisions comparing issues of cost, constructability, longevity, and ease of installation and maintenance, among others, are always present. Our role in reviewing plans focuses on asking questions that allow decisions to be made that will increase return on the owner's investment by improving the value of the project. The best value is provided by the solution that maximizes the benefits being provided at the best price (considering initial and long-term costs) while meeting the overall design intent and the client's expectations.

Implementing VE requires brainstorming, experience with similar decisions, and project understanding. The Kimley-Horn team presented to you in this proposal has the right tools to meet your needs. We recognize that VE is not an exact science—it comes from the experience earned from decades of hard work. It comes from "tried and true" experiences and finding a way to approach a project. Kimley-Horn's extensive experience with these types of projects provides us with the expertise required to maximize the benefits of the VE process.

Project Cost Controls

Effective project cost control involves both design and construction costs. Our approach for each is slightly different. Effectively controlling design costs involves a thorough understanding of the project scope of services. Often during the design phase, requests are made by project reviewers and other involved parties that may encompass project expansion to account for unanticipated improvements. Although making the necessary changes from the design perspective may be minor, there could be significant impacts on construction costs. Our project manager is trained to thoroughly comprehend the scope of services and to alert the City project manager to a request that will impact the project design and construction costs. We know that managing scope creep is the most effective way to control the project design costs.

Although monitoring scope creep does have an impact on reducing construction costs, we also closely monitor construction costs at each phase submittal and anytime significant changes may influence overall construction costs. Most local governments in Florida are striving to do more with less and it is imperative that close attention be paid to controlling construction costs. We understand that most capital improvement programs are budgeted very carefully to ensure that revenues balance expenditures and project costs that exceed available budgets could jeopardize the project moving forward. Knowing how important maintaining project costs is, we prepare detailed construction cost estimates at each submittal phase and monitor this throughout project duration, keeping our clients apprised of significant cost fluctuations. **Controlling project construction costs is a critical component for a successful project.** Given our current financial environment, closely monitoring anticipated construction costs is the most effective way to manage construction costs.

Creation of Funding Sources

Kimley-Horn extensively researches the creation of funding sources that assist local governments in bridging the gap between conceptual design and implementation, allowing projects to become reality. We are ready to provide an unparalleled knowledge of these funding sources, having assisted our clients with securing state and federal funding.

In addition to the assistance offered to local municipalities, Kimley-Horn has also assisted numerous local agencies in developing design and improvement plans and programs that were successful in obtaining grant funding assistance from a variety of sources, including state and federal dollars. Our staff also supplies effective and often innovative methods for helping to ensure public participation and support.

Kimley-Horn has attained more than $98 million in grant dollars in Florida for public clients involving Community Development Block Grant (CGBG), Florida Department of Environmental Protection State Revolving Fund (SRF) loan administration and providing Davis-Bacon Act compliance.

Ability to Meet Scheduling and Budget Requirements

Kimley-Horn recognizes that meeting our clients' deadlines and staying within budget are critical to the success of a project—our depth of staff and ability to activate resources from other Florida offices will ensure that we complete the City's projects on time and within budget.

Our first step in schedule and budget control is to understand the City's vision for a project and then develop a realistic schedule to make that vision a reality. This step requires immediate and clear communication and is a critical step in partnering for a successful project. We will define the project requirements, understand potential obstacles to success, identify potential opportunities to achieve more within the same project, and create a project work plan that allows us to accomplish project goals efficiently.

Prior to beginning work on any project, we will prepare a detailed project schedule and monitor it against actual project milestone completion dates. Project schedules are evaluated at different frequencies depending on the magnitude of the project. We use several different software packages, including Microsoft Project and the Primavera scheduling programs to schedule our work. Schedule updates can also be sent in simple PDF formats for ease of access by all parties throughout the life of a project. We can tailor our updates to the frequency you require. Paramount to the success of any project is a continued partnering throughout the project to adapt as necessary to unforeseen circumstances. We will include critical decision-making points in our work plans so the project team, including the City, can agree upon the best course of action to keep projects on track. **We know there will always be unexpected challenges unique to any given project, so it is critical to develop and follow an approach that successfully managers what can be controlled while building in mechanisms for handling the unexpected.**

When required, our team can accelerate work to meet a change in project schedule. This process is used frequently when workloads require extra personnel. It allows our team to be flexible and be able to react to all types of scheduling changes.

In a continuing services contract, the schedule for each work order assignment is often predicated on the City's specific needs related to other controlling factors. Kimley-Horn has responded to the needs of cities and counties on a variety of efforts and circumstances through our previous continuing services contracts. Our team has the depth and breadth of personnel to help the City of North Miami Beach address both routine and specialized assignments within any time constraints. If the circumstances require a quick response, Kimley-Horn can apply additional resources in order to complete any assignment on an accelerated schedule.

Kimley-Horn is confident in its ability to monitor project schedules in order to meet the City's expectations and we have an exemplary record of performance. We are prepared to commit the necessary resources to ensure that your projects stay on schedule and within budget.

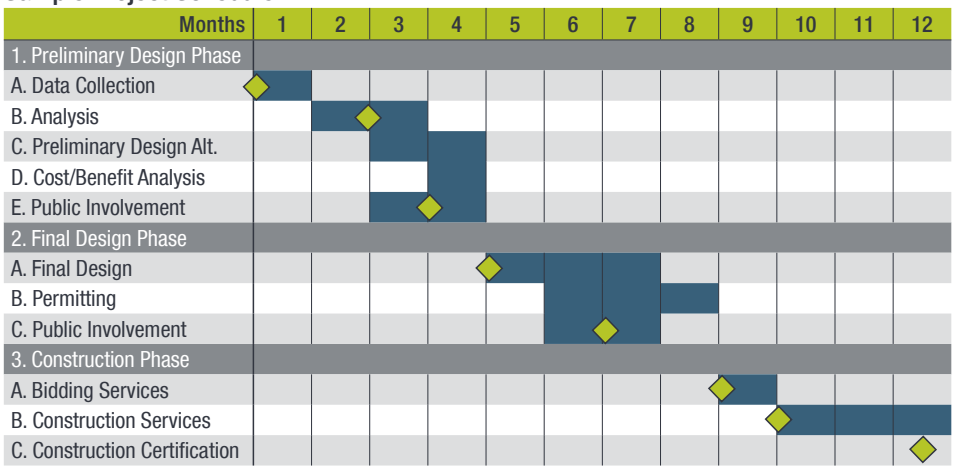
Schedule Control

Schedule control is inherently tied to people. Their experiences, vision, management styles, and philosophies all affect significant components of a project approach and its execution. One of the important schedule control mechanisms for this project will be our team's previous experiences and lessons learned, as well as their application to this project. Identifying realistic goals, collaborating

with City staff, developing a focused action plan that addresses only those items necessary to accomplish the goals, anticipating the implications of decisions made in early phases to future phases, and preparing a mechanism for addressing unexpected challenges are important in establishing schedule control. They build the framework for completing a successful project on schedule.

The first step in controlling schedule is to understand your vision and develop a realistic schedule to make that vision a reality. We have developed a project approach that fosters schedule control mechanisms through incremental phasing and decision-making points in the project. We know there always will be unexpected challenges unique to any given project, so it is paramount that an approach be developed and adhered to that manages what can be controlled and builds in mechanisms for handling the unexpected.

Sample Project Schedule



Interpretation of the Scope

The scope of services includes a wide variety of potential tasks, indicating that Kimley-Horn must be ready to react to several different types of projects and challenges—essentially, be ready for anything. The scope is broad enough to allow Kimley-Horn to provide support in almost any area associated with the growth of the City. This is a challenge that Kimley-Horn is uniquely suited to meet.

While it is anticipated that the results of most tasks will be documented in a Technical Report or in Design/Construction Plans, some deliverables will consist of tables, GIS shapefiles, or standalone graphics. Often times, a quick deadline is approaching and additional analyses are needed. Our ability to respond to various needs will allow Kimley-Horn to complete any assignment, from a quick short-term task, where our deliverable may be as simple as a set of tables and figures, or detailed as a set of construction plans.

Clearly Defining the Challenges and Setting Objectives

Clearly defining the challenges and setting objectives is critical to a successful project. The Kimley-Horn approach involves open discussions with City staff about the problems that need to be addressed. We will provide staff with advice based on the benefit of our years of experience in both the private and public sectors. Our unique local knowledge coupled with our skill in orchestrating public meetings will also help to bring the general public's concerns into consideration. We analyze these factors so that priorities can be set and objectives defined.

Development of a Feasible Solution

Project feasibility is determined by analyzing the various parameters involved with the specific project. The analysis will allow a design team to predict the impacts of possible improvement alternatives. The results are compared to the established priorities and objectives to determine the effectiveness of the alternative solutions. Demonstrating that a solution meets the defined objectives and solves the problem in the most economic fashion is critical to a successful project.

Minority Business Enterprise (MBE) Participation Policy

Kimley-Horn has a company policy of meeting or exceeding our clients' stated minority business participation goals. Kimley-Horn is not a certified Minority Business Enterprise (MBE) firm, but through corporate policies and philosophy, the firm actively seeks to encourage and promote the use of MBE firms. We provide interested minority firms with the opportunity to serve as a subconsultant on our teams and throughout the year, actively increase and update our large database of qualified MBE firms to use on future projects. Our

aggressive MBE utilization policy ensures that Kimley-Horn is furthering the positive economic development momentum that the state of Florida advocates through the use of MBE businesses by its contractors.

Our commitment to retaining minority firms to assist on projects is demonstrated by the amounts Kimley-Horn has paid to minority businesses during the past 19 years:

YEAR	TOTAL PAID	NO. OF MINORITY BUSINESSES UTILIZED
2019	$15,411,088 (as of 06/2019)	149 (as of 06/2019)
2018	$16.9 million	154 (as of 9/30)
2017	$22.3 million	176
2016	$16.5 million	186
2015	$15.5 million	195
2014	$12.2 million	190
2013	$10.9 million	191
2012	$11 million	204
2011	$9 million	214
2010	$11.15 million	258
2009	$13.6 million	311
2008	$15.6 million	345
2007	$14.3 million	374
2006	$13.48 million	343
2005	$9.27 million	339
2004	$7.21 million	324
2003	$8.83 million	296
2002	$6.63 million	251
2001	$7.12 million	246

Innovation

Kimley-Horn has a long history of providing successful, innovative, and cost-efficient solutions and takes pride in thinking beyond preconceived notions to develop innovative solutions that exceed the expectations of our clients. We always look for better and more creative ways to do our jobs. We don't necessarily follow the crowd and use every new technique simply because it's the "in thing" to do. Our professional team evaluates emerging technology and applies it where it can benefit our projects. We know how to think outside of the box and recognize which trends offer sound design advantages. **Below is a sampling of projects incorporating innovative techniques that have added value, quality, and cost savings for our South Florida clients.**

PROJECT	INNOVATION
Collins Avenue Water Main and Sanitary Sewer Improvements Miami-Dade County	After meeting with stakeholders, Kimley-Horn devised an innovative maintenance of traffic plan that minimized inconveniences to the public.
Par 3 Golf Course Renovation Town of Palm Beach *(This project received the 2011 Grand Award from the Florida Institute of Consulting Engineers and a National Recognition Award from the American Council of Engineering Companies)*	Innovative irrigation design planted with a drought-resistant, salt-tolerant species of turf that could be irrigated with brackish water for the Floridan Aquifer without removing the salt contents, saving significant capital in membrane treatment facility costs and eliminating more than 90,000 gallons per day of potable water for the City's drinking water system.
Anion Exchange Treatment System Palm Beach County	Because of Kimley-Horn's unique approach to the project, we were successful in helping the County acquire two grants totaling $300,000 for innovative/alternative treatment processes from SFWMD that paid for two-thirds of the construction cost of the project.
Water Treatment Plant #11 Palm Beach County	This project involved an innovative approach using interstage-boost and energy recovery turbo. Water treatment capacity was restored, resulting in reduction of energy costs by more than 25%. Overall WTP improvements resulted in nearly 30% increase in membrane treatment capacity and operation at a higher capacity/efficiency. We piggy-backed sulfuric acid contract with another utility, which saved more than $700,000. Improved acid injection detail eliminated costly static mixer replacement.

Conclusion

Kimley-Horn's experience with general engineering services contracts allows us to have learned our lessons and be more productive and efficient on other assignments. Our depth of experience and talent allow us to deliver innovative ideas to help solve the most demanding solutions. By creating value for our clients, helping them achieve their goals, listening to them, and understanding their needs and expectations, anything is possible.

Kimley-Horn wants to exceed the City of North Miami Beach's expectations, beginning on day one and continuing until the last deliverable is in your hands. We have established methodologies in place for project management and communication, a capable and proven project team, multidisciplinary experience, a passion for quality, and a thorough understanding of the City's objectives and expectations. Kimley-Horn looks forward to working with the City of North Miami Beach to provide Architectural/ Engineering, Landscape Architect and Surveying Services for RFQ No. 19-082-MC.

SECTION 6.0 REQUIRED FORMS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services offered to the City if the Proposer is determined to be the most responsive and responsible Proposer.

6.1 Statement of "No" Bid **(Not Applicable)**

6.2 Acknowledgement of Addenda

6.3 Bid Signature Page for Cooperation

6.4 Bid Signature page for Sole Proprietor or Partnership

6.5 Drug Free Workplace Program

6.6 Solicitation, Giving, and Acceptance of Gifts Policy

6.7 Source of Information

6.8 Indemnification Clause

6.9 Sworn Statement pursuant to section 287.133 (3) (a) Florida Statutes on Public Entity Crimes

6.10 Anti-Kickback Affidavit

6.11 Non-Collusive Affidavit

6.12 Proposer Questionnaire

6.13 Proposer Experience

6.14 Designation of Qualified Discipline Form

6.1 STATEMENT OF "NO" PROPOSAL **NOT APPLICABLE**

If your company will **not** be submitting a Proposal in response to Request for Proposals, please complete this Statement of "No" Proposals Sheet and return, prior to the RFP Due Date established within, to:

The City of North Miami Beach
Procurement Management Division, Room 315
17011 NE 19th Avenue
North Miami Beach, Florida 33162

This information will help the City of North Miami Beach in the preparation of future Bids and RFP's.

Bid/RFP/RFQ Number: _____ Title _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

√	**Reasons for "NO" Proposal:**
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Insufficient time to respond to the RFP.
	Our schedule would not permit us to perform.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

_____

_____

_____

_____

6.2 ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFP.

Addendum #1, Dated September 9, 2019

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP.

FIRM NAME: Kimley-Horn and Associates, Inc.

AUTHORIZED SIGNATURE: _____ **DATE:** 9/23/2019

TITLE OF OFFICER: Principal/Senior Vice President

6.3 PROPOSAL SIGNATURE PAGE FOR CORPORATION

The officers of the Corporation are as follows:

	NAME	ADDRESS
President	Steven E. Lefton – 11400 Commerce Park Drive, Ste 400, Reston, VA 20191	
Vice-President	Tammy L. Flanagan – 421 Fayetteville Street, Ste 600, Raleigh, NC 27601	
Secretary	Richard N. Cook – 421 Fayetteville Street, Ste 600, Raleigh, NC 27601	
Treasurer	David L. McEntee – 421 Fayetteville Street, Ste 600, Raleigh, NC 27601	
Registered Agent	CT Corporation System, 1200 South Pine Island Road, Plantation, FL 33324	

The full names and residences of stockbrokers, persons, or firms interested in the foregoing Proposal, as principals, are as follows:

Russell Barnes, Senior Vice President

1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411

Post Office Address: N/A

PROPOSER:

Kimley-Horn and Associates, Inc.
(CORPORATE NAME)

steve.lefton@kimley-horn.com
PRESIDENT'S SIGNATURE AND E-MAIL ADDRESS

Is this corporation incorporated in the State of Florida?

ATTEST: Amy L. McGreger Amy McGreger
Assistant SECRETARY

YES [ ] NO [X]

If no, give address of principal place of business:

Corporate Headquarters: 421 Fayetteville Street, Ste 600, Raleigh, NC 2760

Florida Headquarters: 1920 Wekiva Way, Ste 200, West Palm Beach, FL 33411

6.4 PROPOSAL SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP

The full names and residences of persons, partners or firms interested in the foregoing Proposal, as principals, are as follows:

N/A _____ _____

_____ _____

_____ _____

_____ _____

_____ _____

PROPOSER

_____
(FIRM NAME)

Witnesses:

(SEAL)

_____
SIGNATURE AND E-MAIL ADDRESS

_____
PRINT NAME

_____
Title (Sole Proprietor or Partner)

Post Office Address:

_____

_____
TELEPHONE

CITY in which fictitious name is registered.

_____
Attach a copy of proof of registration

6.5 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.

	Russell Barnes, P.E.
VENDOR'S SIGNATURE	PRINTED NAME

Kimley-Horn and Associates, Inc.
NAME OF COMPANY

6.6 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.

SIGNATURE	Russell Barnes, P.E. PRINTED NAME
Kimley-Horn and Associates, Inc. NAME OF COMPANY	Principal/Senior Vice President TITLE

Failure to sign this page shall render your bid non-responsive.

6.7 SOURCE OF INFORMATION

How did you find out about this solicitation? Check all that applies.

1. www.Citynmb.com	[ ]	
2. www.BidSync.com	[X]	
3. Daily Business Review	[ ]	
4. The Miami Herald	[ ]	
5. Referral/word-of-mouth	[ ]	Specify Source: _____
6. Search Engine/Internet search	[ ]	
7. E-mail, newsgroup, online chat	[ ]	Specify Source: _____
8. Banner or Link on another website	[ ]	
9. Flyer, newsletter, direct mail	[ ]	Specify Source: _____
Other	[ ]	Specify Source: _____

Please note: This survey form is used for internal Procurement purposes only.

6.8 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.

Kimley-Horn and Associates, Inc. _____ 9/24/2019
Proposer's Name Signature Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me, the under signed authority,

Russell Barnes, P.E. who, after first being sworn by me, affixed his/her
[name of individual signing]
signature in the space provided above on this 23rd day of September, 20 19

_____
NOTARY PUBLIC

Notary Public State of Florida
Jeanne M. Doucet
My Commission GG 208431
Expires 08/12/2022

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

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

1. This sworn statement is submitted to the **CITY OF NORTH MIAMI BEACH, FLORIDA**

   By: Russell Barnes, P.E., Principal/Senior Vice President
   (print individual's name and title)
   For: Kimley-Horn and Associates, Inc.
   (print name of entity submitting sworn statement)

   whose business address is: 600 North Pine Island Road, Suite 450, Plantation, FL 33324

   and (if applicable) its Federal Employer Identification Number (FEIN) is: 56-0885615
   (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____*)*.

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or 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. 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 FORM 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.

_____
Signature

Sworn to and subscribed before me this 23rd day September, 20 19

Personally known ✓ _____
OR _____ Name of Notary
Produced identification _____ Notary Public – State of Florida

Notary Public State of Florida
Jeanne M. Doucet
My Commission GG 208431
Expires 08/12/2022

6.10 ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF ORANGE }

I, the undersigned, hereby duly sworn, depose and 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.

By: _____

Title: Principal/Senior Vice President

Sworn and subscribed before this

23rd day of September, 2019

_____
Notary Public, State of Florida

Jeanne M. Doucet
(Printed Name)

Notary Public State of Florida
Jeanne M. Doucet
My Commission GG 208431
Expires 08/12/2022

My commission expires: 08/12/2022

6.11 NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF ORANGE }

Russell Barnes, P.E. being first duly sworn, deposes and says that:

a) He/she is the Senior Vice President, (Owner, Partner, Officer, Representative or Agent) of Kimley-Horn and Associates, Inc. the Proposer that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal 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 Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

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

Signed, sealed and delivered
in the presence of:

Amy L. McGregor
Witness Amy McGreger

Millie Kulakoski
Witness Millie Kulakoski

By: _____

Russell Barnes, P.E.
(Printed Name)

Principal/Senior Vice President
(Title)

KIMLEY-HORN AND ASSOCIATES, INC. CORPORATE SEAL N.C.

ACKNOWLEDGMENT

STATE OF FLORIDA }
} SS:
COUNTY OF ORANGE }

BEFORE ME, the undersigned authority personally appeared Russell Barnes, P.E. to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Russell Barnes, P.E. executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 23rd day of September, 2019.

My Commission Expires: 08/12/2022

Jeanne M. Doucet
Notary Public State of Florida at Large

Notary Public State of Florida
Jeanne M. Doucet
My Commission GG 208431
Expires 06/12/2022

6.12 PROPOSER QUESTIONNAIRE

1. Today's Date: September 23, 2019

2. Name of Company Submitting Proposal: Kimley-Horn and Associates, Inc.

3. How many years has your firm been in business under its present business name? 52

3. Under what other former name(s) has your firm operated? None.

4. Have any similar agreements held by Proposer for a similar project to the proposed project ever been canceled? Circle one: (No) Yes If yes, please explain: _____

5. Has the Proposer or any principals of the firm failed to qualify as a responsible Proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: (No) Yes
If yes, please explain: _____

6. Has the Proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: (No) Yes
If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: _____

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this RFP. Please attach certificate of competency and/or State registration.
Engineering: CA696; Landscape Architecture: LCC000219; Surveying: LB696; Geology: NC27601
Florida Secretary of State Document Number: 821359

8. List the pertinent experience of the key individuals of your firm (continue on insert sheet if necessary):
See Section 4.4

9. State the name and title of the individual who will have personal management of the work:
Tom Jensen, P.E., Project Manager

10. State the name and address of attorney, if any, for the firm: Richard Cook, 421 Fayetteville Street, Suite 600, Raleigh, NC 27601
919.677.2058

11. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual: Kimley-Horn and Associates, Inc. is wholly owned by Associates Group Services, Inc. which is owned by over 500 Kimley-Horn employees, none of which owns 5% or more of outstanding shares

12. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer: **Please see the attached list regarding Kimley-Horn's subsidiaries and affiliate companies.**

13. Bank references:

BANK NAME	ADDRESS (CITY, STATE, ZIP)	PHONE NUMBER
Wells Fargo	Triangle/Eastern NC Commercial Building MAC D0182-063 150 Fayetteville Street, Raleigh, NC 26701	919.881.6433

14. Firm has attached a current Certificate of Liability Insurance? (Yes) No

15. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. **Please see attached litigation statement.**

16. 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.

Name	Relationship
N/A	

Kimley-Horn and Associates, Inc.
FIRM NAME

SIGNATURE OF AUTHORIZED AGENT

Russell Barnes, P.E., Senior Vice President
NAME & TITLE, TYPED OR PRINTED

STATE OF FLORIDA)
) SS
COUNTY OF ORANGE)

The foregoing instrument was sworn to and subscribed before me this 23rd day of September, 2019 by Russell Barnes, P.E. who is personally known to me or produced _____ as identification.

Jeanne M. Doucet

NOTARY PUBLIC, State of Florida Commission No.: GG 208431

Print Name: Jeanne M. Doucet Commission Expires: 08/12/2022

SEAL

(if Corporation)

Notary Public State of Florida
Jeanne M. Doucet
My Commission GG 208431
Expires 08/12/2022

KIMLEY-HORN AND ASSOCIATES, INC. CORPORATE SEAL N.C.

State of Florida
Department of State

I certify from the records of this office that KIMLEY-HORN AND ASSOCIATES, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on April 24, 1968.

The document number of this corporation is 821359.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on April 27, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Ninth day of May, 2019

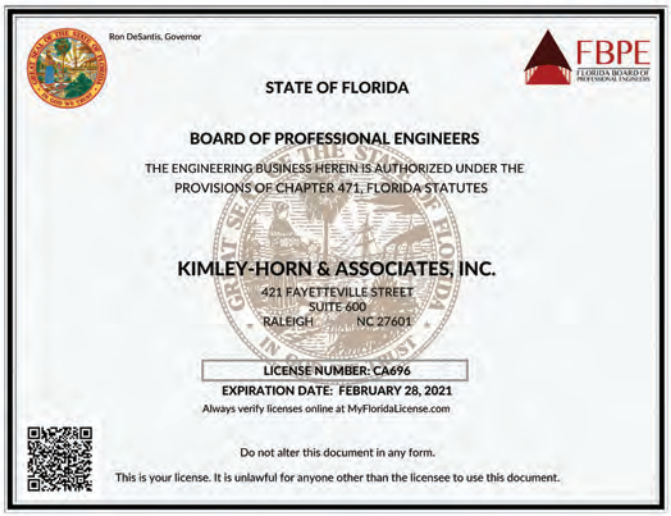
Secretary of State

Tracking Number: 5900845381CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Proof of Licensure/Certifications



Ron DeSantis, Governor

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

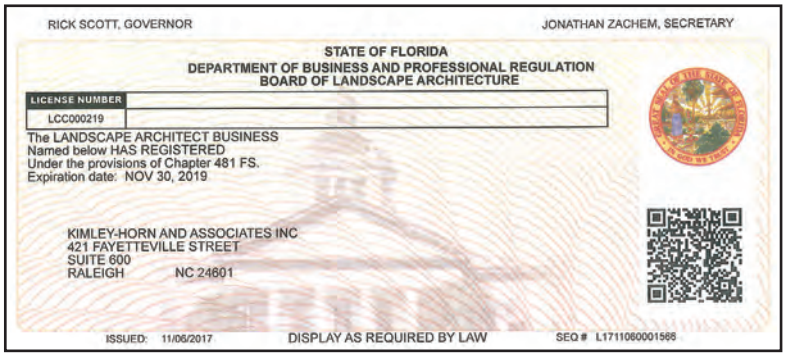
THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

KIMLEY-HORN & ASSOCIATES, INC.
421 FAYETTEVILLE STREET
SUITE 600
RALEIGH NC 27601

LICENSE NUMBER: CA696
EXPIRATION DATE: FEBRUARY 28, 2021
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE

LICENSE NUMBER
LCC000219

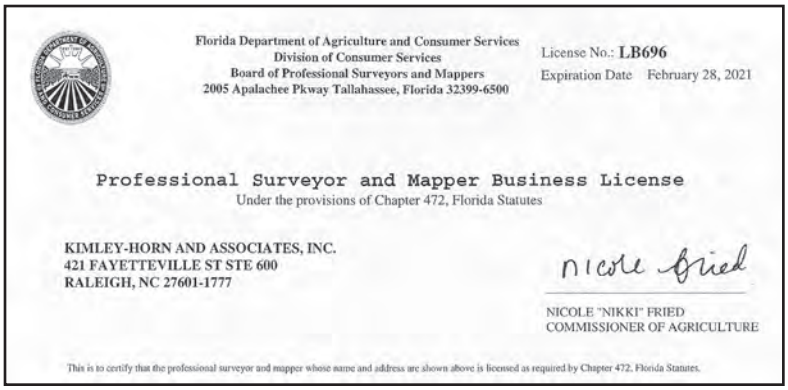
The LANDSCAPE ARCHITECT BUSINESS
Named below HAS REGISTERED
Under the provisions of Chapter 481 FS.
Expiration date: NOV 30, 2019

KIMLEY-HORN AND ASSOCIATES INC
421 FAYETTEVILLE STREET
SUITE 600
RALEIGH NC 24601

ISSUED: 11/06/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1711060001568



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LB696
Expiration Date February 28, 2021

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

KIMLEY-HORN AND ASSOCIATES, INC.
421 FAYETTEVILLE ST STE 600
RALEIGH, NC 27601-1777

nicole fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL GEOLOGISTS

THE GEOLOGY BUSINESS HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 492, FLORIDA STATUTES

KIMLEY-HORN AND ASSOCIATES INC
421 FAYETTEVILLE STREET
SUITE 600
RALEIGH NC 27601

LICENSE NUMBER: GB175
EXPIRATION DATE: JULY 31, 2020
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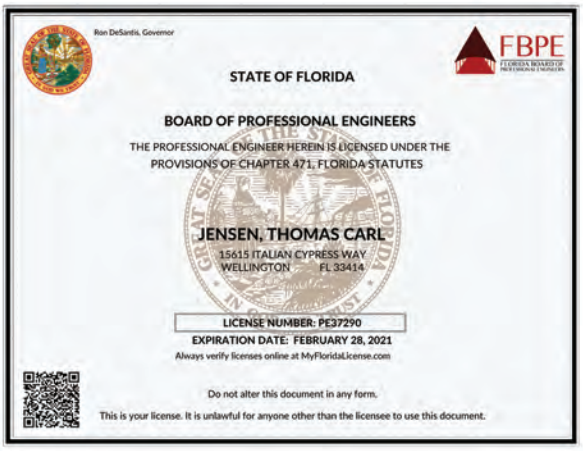

Ron DeSantis, Governor

FBPE

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

JENSEN, THOMAS CARL

15615 ITALIAN CYPRESS WAY
WELLINGTON FL 33414

LICENSE NUMBER: PE37290

EXPIRATION DATE: FEBRUARY 28, 2021

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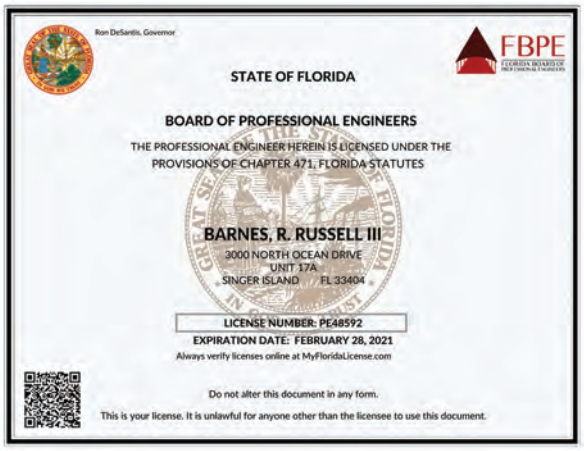

Ron DeSantis, Governor

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STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BARNES, R. RUSSELL III

3000 NORTH OCEAN DRIVE
UNIT 17A
SINGER ISLAND FL 33404

LICENSE NUMBER: PE48592

EXPIRATION DATE: FEBRUARY 28, 2021

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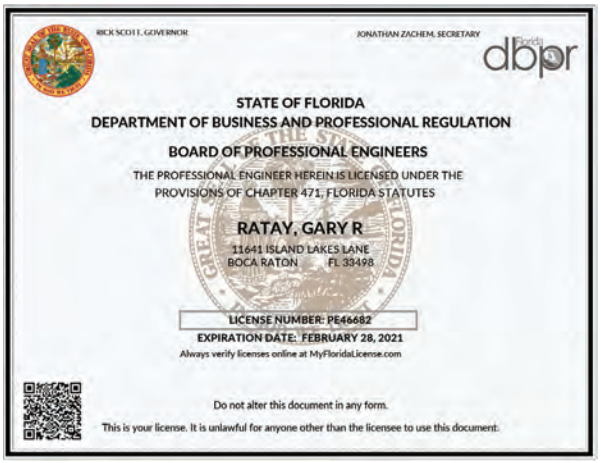

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

RATAY, GARY R

11641 ISLAND LAKES LANE
BOCA RATON FL 33498

LICENSE NUMBER: PE46682

EXPIRATION DATE: FEBRUARY 28, 2021

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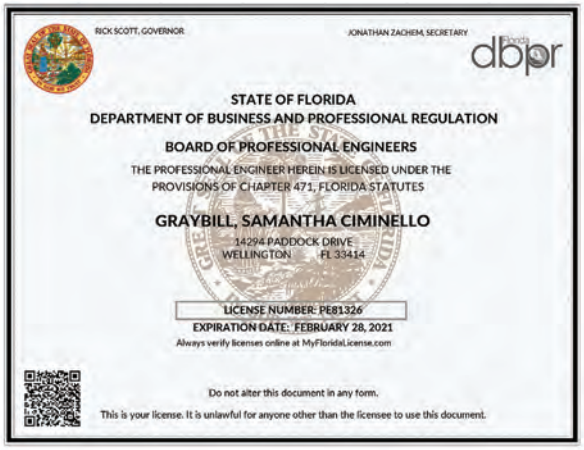

RICK SCOTT, GOVERNOR

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

GRAYBILL, SAMANTHA CIMINELLO

14294 PADDOCK DRIVE
WELLINGTON FL 33414

LICENSE NUMBER: PE81326

EXPIRATION DATE: FEBRUARY 28, 2021

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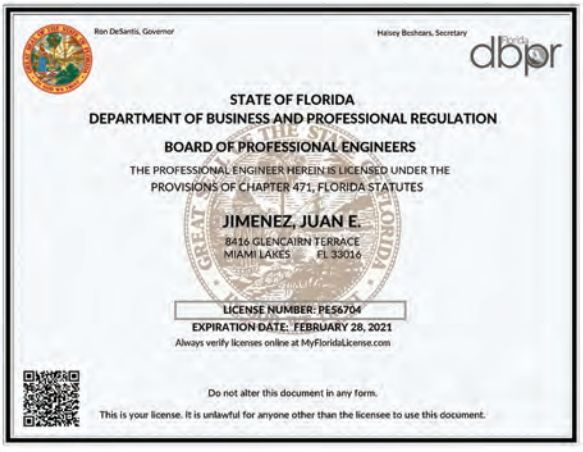

Ron DeSantis, Governor

Halsey Beshears, Secretary

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

JIMENEZ, JUAN E.

8416 GLENCAIRN TERRACE
MIAMI LAKES FL 33016

LICENSE NUMBER: PE56704

EXPIRATION DATE: FEBRUARY 28, 2021

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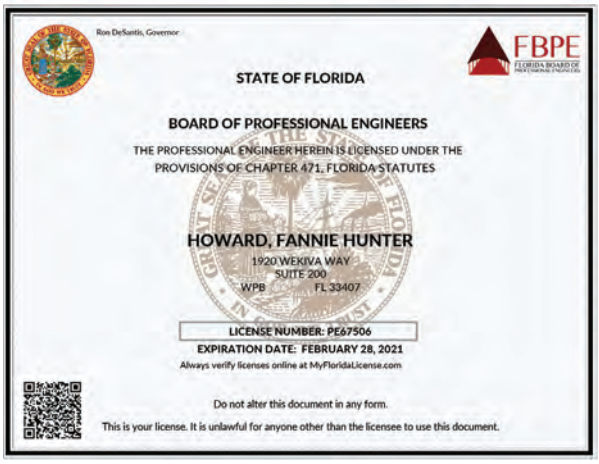

Ron DeSantis, Governor

FBPE

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

HOWARD, FANNIE HUNTER

1920 WEKIVA WAY
SUITE 200
WPB FL 33407

LICENSE NUMBER: PE67506

EXPIRATION DATE: FEBRUARY 28, 2021

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

REGUEIRO, ERIC

211 S ALICE WAY
ANAHEIM CA 92806

LICENSE NUMBER: PE86211

EXPIRATION DATE: FEBRUARY 28, 2021

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DBPR ONLINE SERVICES

Licensee Details

Licensee Information

Name:	BLACK, NICHOLAS PETER OLEISKY (Primary Name)
Main Address:	300 WEST MORGAN STREET SUITE 1500 DURHAM North Carolina 27701 OUT OF STATE
County:	
License Mailing:	
License Location:	

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	84908
Status:	Current,Active
Licensure Date:	04/13/2018
Expires:	02/28/2021

Special Qualifications	Qualification Effective
Civil	04/13/2018

Kimley»Horn

Proof of Licensure/Certifications

RICK SCOTT, GOVERNOR — JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

GOU-FAIRCHILD, ANGELINA
1920 WEKIVA WAY, STE. 200
WEST PALM BEACH FL 33411

LICENSE NUMBER: PE43958
EXPIRATION DATE: FEBRUARY 28, 2021
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10262926-AP-BD+C

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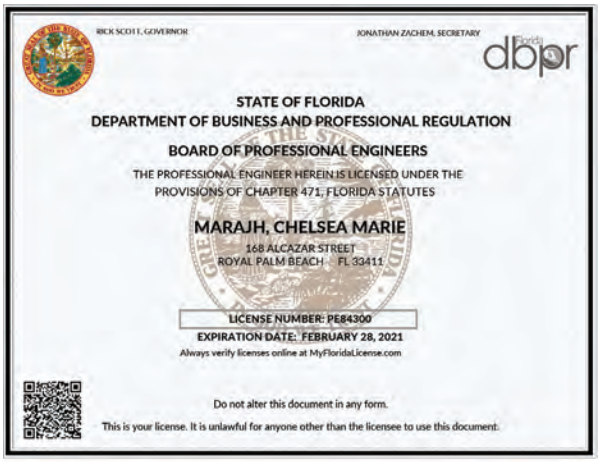

RICK SCOTT, GOVERNOR — JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MARAJH, CHELSEA MARIE
168 ALCAZAR STREET
ROYAL PALM BEACH FL 33411

LICENSE NUMBER: PE84300
EXPIRATION DATE: FEBRUARY 28, 2021
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Licensee Details

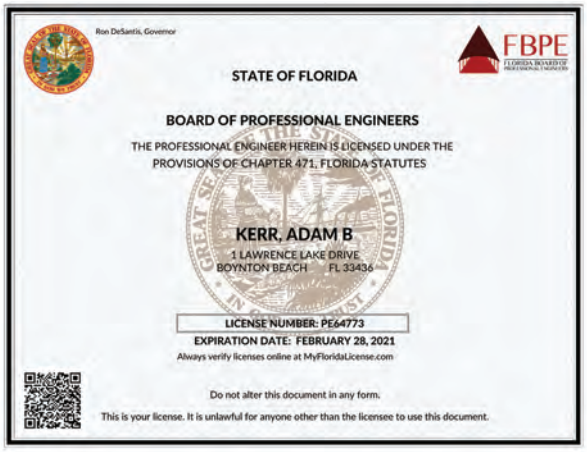
Licensee Information
Name: GHITELMAN, JAIME (Primary Name)
Main Address: 4851 MODERN DRIVE DELRAY BEACH Florida 33445
County: PALM BEACH
License Mailing:
LicenseLocation:

License Information
License Type: Professional Engineer
Rank: Prof Engineer
License Number: 82473
Status: Current,Active
Licensure Date: 06/01/2019
Expires: 02/28/2021

Special Qualifications — Qualification Effective
Civil — 01/29/2019

Alternate Names

View Related License Information
View License Complaint



Ron DeSantis, Governor

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STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

KERR, ADAM B
1 LAWRENCE LAKE DRIVE
BOYNTON BEACH FL 33436

LICENSE NUMBER: PE64773
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STATE OF FLORIDA
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KINLEN, STEPHANIE ALEXIS
1071 KEYSTONE DRIVE
APT B
JUPITER FL 33458

LICENSE NUMBER: PE84302
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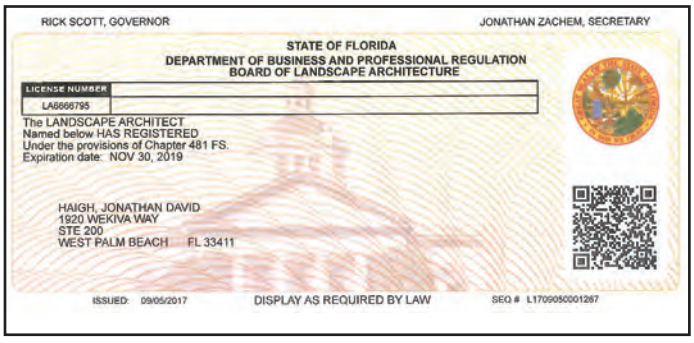


RICK SCOTT, GOVERNOR — JONATHAN ZACHEM, SECRETARY

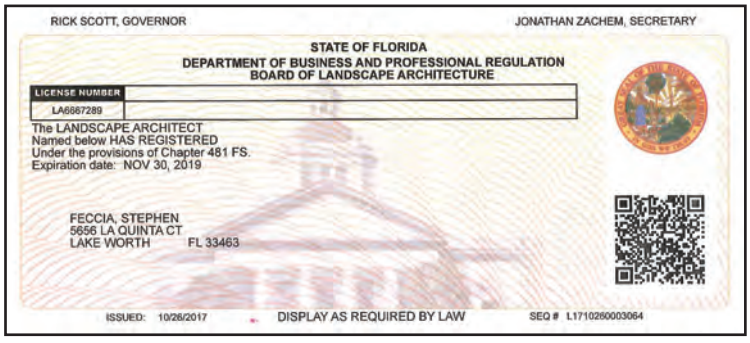
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE

LICENSE NUMBER
LA6667795

The LANDSCAPE ARCHITECT
Named below HAS REGISTERED
Under the provisions of Chapter 481 FS.
Expiration date: NOV 30, 2019

HAIGH, JONATHAN DAVID
1920 WEKIVA WAY
STE 200
WEST PALM BEACH FL 33411

ISSUED: 09/05/2017 — DISPLAY AS REQUIRED BY LAW — SEQ # L1709050001267



RICK SCOTT, GOVERNOR — JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE

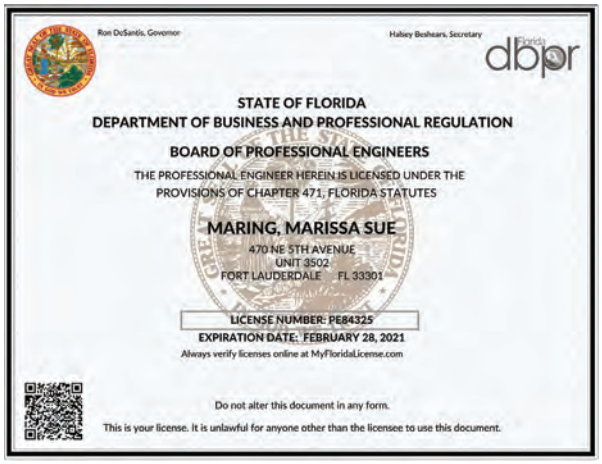
LICENSE NUMBER
LA6667289

The LANDSCAPE ARCHITECT
Named below HAS REGISTERED
Under the provisions of Chapter 481 FS.
Expiration date: NOV 30, 2019

FECCIA, STEPHEN
5656 LA QUINTA CT
LAKE WORTH FL 33463

ISSUED: 10/26/2017 — DISPLAY AS REQUIRED BY LAW — SEQ # L1710260003064

Proof of Licensure/Certifications


Ron DeSantis, Governor

Halsey Beshears, Secretary

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

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MARING, MARISSA SUE
470 NE 5TH AVENUE
UNIT 3502
FORT LAUDERDALE FL 33301

LICENSE NUMBER: PE84325
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Halsey Beshears, Secretary

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VIOLA, STEFANO F.
382 S HIBISCUS COURT
PLANTATION FL 33317

LICENSE NUMBER: PE74655
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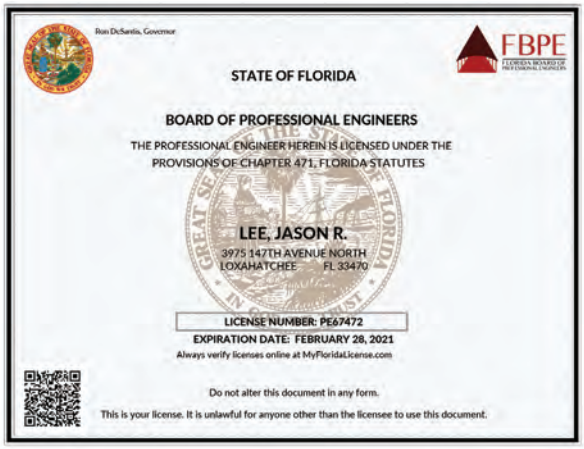
Ron DeSantis, Governor

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STATE OF FLORIDA

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LEE, JASON R.
3975 147TH AVENUE NORTH
LOXAHATCHEE FL 33470

LICENSE NUMBER: PE67472
EXPIRATION DATE: FEBRUARY 28, 2021
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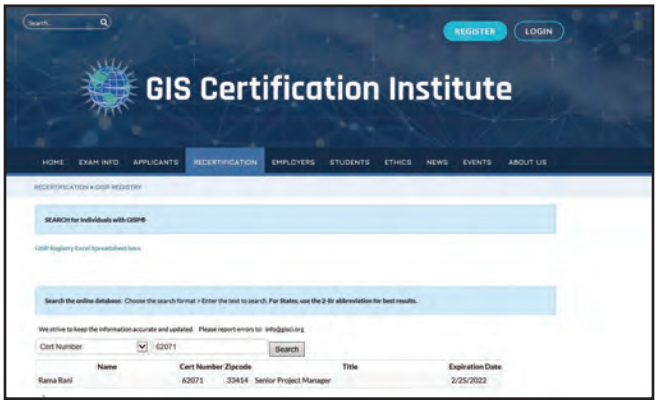

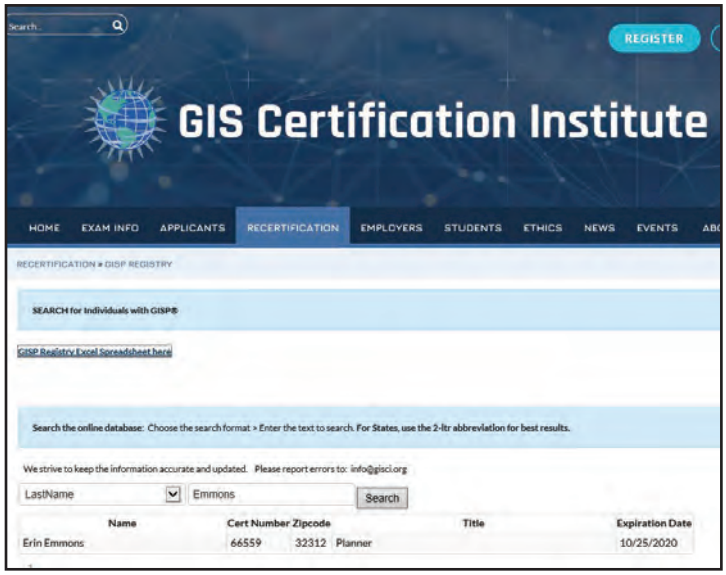

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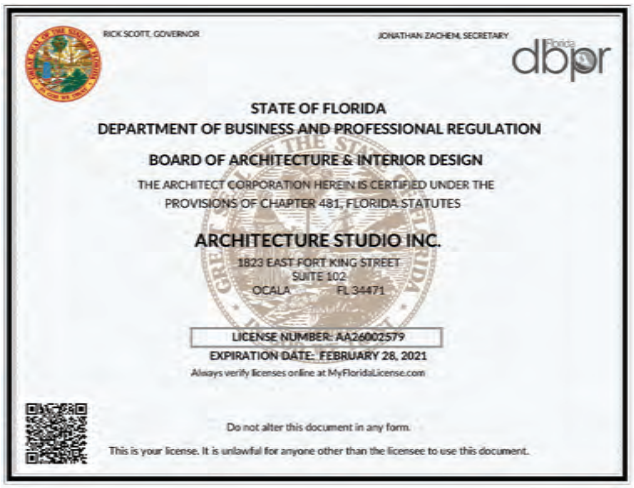

RICK SCOTT, GOVERNOR
JONATHAN ZACHEM, SECRETARY
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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN
THE ARCHITECT CORPORATION HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

ARCHITECTURE STUDIO INC.
1823 EAST FORT KING STREET
SUITE 102
OCALA FL 34471

LICENSE NUMBER: AA26002579
EXPIRATION DATE: FEBRUARY 28, 2021
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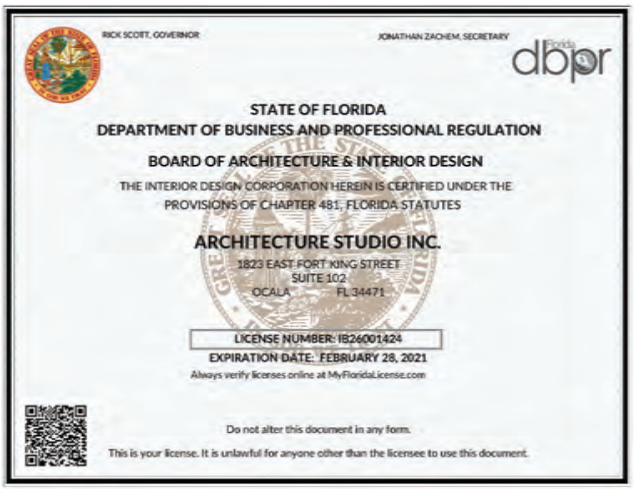

RICK SCOTT, GOVERNOR
JONATHAN ZACHEM, SECRETARY
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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN
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PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

ARCHITECTURE STUDIO INC.
1823 EAST FORT KING STREET
SUITE 102
OCALA FL 34471

LICENSE NUMBER: IB26001424
EXPIRATION DATE: FEBRUARY 28, 2021
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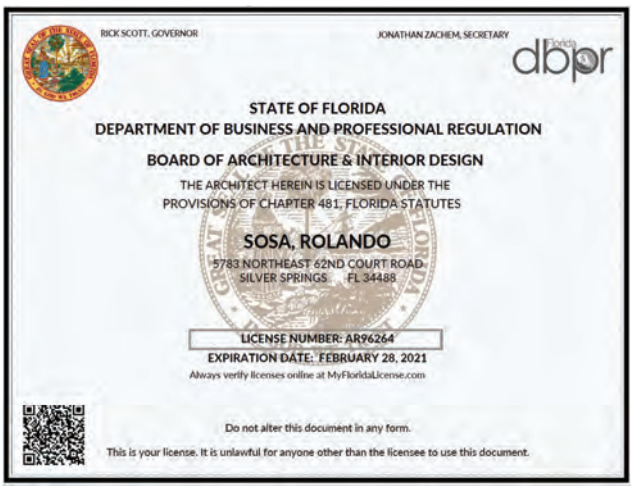

RICK SCOTT, GOVERNOR
JONATHAN ZACHEM, SECRETARY
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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN
THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

SOSA, ROLANDO
5783 NORTHEAST 62ND COURT ROAD
SILVER SPRINGS FL 34488

LICENSE NUMBER: AR96264
EXPIRATION DATE: FEBRUARY 28, 2021
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State of Florida
Department of State

I certify from the records of this office that ARCHITECTURE STUDIO, INC. is a corporation organized under the laws of the State of Florida, filed on December 3, 2012.

The document number of this corporation is P12000098838.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on January 28, 2019, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-eighth day of May, 2019

Laurel M. Lee
Secretary of State

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE INTERIOR DESIGNER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

SOSA-ZAHN, RITA PAULA

1701 NE 18TH AVE
FORT LAUDERDALE FL 33305

LICENSE NUMBER: ID6364

EXPIRATION DATE: FEBRUARY 28, 2021

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2019 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Jan 28, 2019
Secretary of State
4638663441CC

DOCUMENT# P12000098838

Entity Name: ARCHITECTURE STUDIO, INC.

Current Principal Place of Business:
1823 E FORT KING ST SUITE 102
OCALA, FL 34471

Current Mailing Address:
1823 E FORT KING ST SUITE 102
OCALA, FL 34471 US

FEI Number: 37-1707464

Certificate of Status Desired: No

Name and Address of Current Registered Agent:
SOSA, ROLANDO
1823 E FORT KING ST SUITE 102
OCALA, FL 34471 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____ Date
Electronic Signature of Registered Agent

Officer/Director Detail :

Title	PRESIDENT, SECRETARY, TREASURER	Title	V
Name	SOSA, ROLANDO	Name	SOSA-ZAHN, RITA P
Address	1823 E FORT KING ST SUITE 102	Address	533 NE 3RD AVENUE SUITE #4
City-State-Zip:	OCALA FL 34471	City-State-Zip:	FORT LAUDERDALE FL 3330

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ROLANDO SOSA PRESIDENT 01/28/2019
Electronic Signature of Signing Officer/Director Detail Date

State of Florida

Minority Business Certification

Architecture Studio, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

02/19/2019 to 02/19/2021

Jonathan R. Satter, Secretary
Florida Department of Management Services

office of supplier DIVERSITY

Office of Supplier Diversity • 4050 Esplanade Way, Suite 380 • Tallahassee, FL 32399 • 850-487-0915 • www.dms.myflorida.com/osd

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB3300**
Expiration Date February 28, 2021

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

AVIROM & ASSOCIATES INC
50 SW 2ND AVE #102
BOCA RATON, FL 33432-4799

Nicole Fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS3268**
Expiration Date February 28, 2021

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

MICHAEL DAVID AVIROM
50 SW 2ND AVENUE
BOCA RATON, FL 33432

Nicole Fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS6555**
Expiration Date February 28, 2021

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

MARISHA M KREITMAN
17563 WEEPING WILLOW TRAIL
BOCA RATON, FL 33487

Nicole Fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

State of Florida
Department of State

I certify from the records of this office that JLA GEOSCIENCES, INC. is a corporation organized under the laws of the State of Florida, filed on January 6, 2003, effective January 6, 2003.

The document number of this corporation is P03000001272.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on January 30, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirtieth day of January, 2019

Jennifer Kennedy

Secretary of State

Tracking Number: 0633054786CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL GEOLOGISTS

THE GEOLOGY BUSINESS HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 492, FLORIDA STATUTES

JLA GEOSCIENCES INC

1907 COMMERCE LANE
SUITE 104
JUPITER FL 33458

LICENSE NUMBER: GB510

EXPIRATION DATE: JULY 31, 2020

Always verify licenses online at MyFloridaLicense.com

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL GEOLOGISTS

THE PROFESSIONAL GEOLOGIST HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 492, FLORIDA STATUTES

ANDERSEN, JAMES LASSEN

1907 COMMERCE LANE
SUITE 104
JUPITER FL 33458

LICENSE NUMBER: PG1103

EXPIRATION DATE: JULY 31, 2020

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BOARD OF PROFESSIONAL GEOLOGISTS

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PROVISIONS OF CHAPTER 492, FLORIDA STATUTES

STOUT, PAUL MICHAEL

18911 GUMBO LIMBO CT
JUPITER FL 33458

LICENSE NUMBER: PG1118

EXPIRATION DATE: JULY 31, 2020

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Ron DeSantis, Governor

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MCKIM & CREED, INC.

1730 VARSITY DR
SUITE 500
VENTURE IV BLDG
RALEIGH NC 27606

LICENSE NUMBER: CA29588

EXPIRATION DATE: FEBRUARY 28, 2021

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Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

February 6, 2019

MCKIM & CREED INC.
1730 VARSITY DR STE 500
RALEIGH, NC 27606-2689

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB7917

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2021.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB7917**
Expiration Date February 28, 2021

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

MCKIM & CREED INC.
1730 VARSITY DR STE 500
RALEIGH, NC 27606-2689

Nicole Fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Detail by Entity Name

Foreign Profit Corporation
MCKIM & CREED, INC.

Filing Information

Document Number	F11000001885
FEI/EIN Number	56-2136769
Date Filed	05/02/2011
State	NC
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	08/11/2011
Event Effective Date	NONE

Principal Address

1730 VARSITY DRIVE, SUITE 500
RALEIGH, NC 27606

Mailing Address

1730 VARSITY DRIVE, SUITE 500
RALEIGH, NC 27606

Registered Agent Name & Address

BUSINESS FILINGS INCORPORATED
1200 South Pine Island Road
Plantation, FL 33324

Address Changed: 06/10/2015

Officer/Director Detail

Name & Address

Title PRESIDENT & CEO

LUCEY, JOHN T
1730 VARSITY DRIVE, SUITE 500
RALEIGH, NC 27606

Title SVPD

LEE, A. STREET
1365 HAMLET AVENUE
CLEARWATER, FL 33756

Title VP

HALSTEAD, TOM
3802 EHRLICH RD, SUITE 306
TAMPA, FL 33624

Title VP

Garland, Robert
551 North Cattlemen Rd
106
Sarasota, FL 34232

Title VP

POLLARD, EDWARD N
1730 VARSITY DRIVE, SUITE 500
RALEIGH, NC 27606

Annual Reports

Report Year	Filed Date
2017	01/11/2017
2018	02/16/2018
2019	01/07/2019

Document Images

01/07/2019 -- ANNUAL REPORT	View image in PDF format
02/16/2018 -- ANNUAL REPORT	View image in PDF format
10/26/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
07/11/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
02/02/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
01/11/2017 -- ANNUAL REPORT	View image in PDF format
01/12/2016 -- ANNUAL REPORT	View image in PDF format
02/04/2015 -- ANNUAL REPORT	View image in PDF format
01/03/2014 -- ANNUAL REPORT	View image in PDF format
01/22/2013 -- ANNUAL REPORT	View image in PDF format
09/20/2012 -- ANNUAL REPORT	View image in PDF format
01/04/2012 -- ANNUAL REPORT	View image in PDF format
08/11/2011 -- Amendment	View image in PDF format
06/20/2011 -- Name Change	View image in PDF format
06/13/2011 -- Amendment	View image in PDF format
05/02/2011 -- Foreign Profit	View image in PDF format

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

HAUDRICOURT, AUBREY ARMAND

51 ISLAND WAY
UNIT 1005
CLEARWATER FL 33767

LICENSE NUMBER: PE66861

EXPIRATION DATE: FEBRUARY 28, 2021

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

TERRACON CONSULTANTS, INC.

10841 S RIDGEVIEW ROAD
OLATHE KS 66061

LICENSE NUMBER: CA8830

EXPIRATION DATE: FEBRUARY 28, 2021

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State of Florida
Department of State

I certify from the records of this office that TERRACON CONSULTANTS, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on December 31, 2003.

The document number of this corporation is F04000000114.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on February 22, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-second day of February, 2019

Secretary of State

Tracking Number: 9313460705CC

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL GEOLOGISTS

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THE GEOLOGY BUSINESS HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 492, FLORIDA STATUTES

TERRACON CONSULTANTS, INC.

1675 LEE ROAD
WINTER PARK FL 32789

LICENSE NUMBER: GB496

EXPIRATION DATE: JULY 31, 2020

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS BUSINESS ORGANIZATION HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

TERRACON CONSULTANTS INC

MICHAEL W SCHRUM
1675 LEE ROAD
WINTER PARK FL 32789

LICENSE NUMBER: ZA337

EXPIRATION DATE: NOVEMBER 30, 2019

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SOTO, HUGO E

15450 SW 27TH STREET
MIAMI FL 33185

LICENSE NUMBER: PE36440

EXPIRATION DATE: FEBRUARY 28, 2021

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Ron DeSantis, Governor

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

NULKAR, RUTUGANDHA H.

5371 NW33RD AVENUE
SUITE 201
FORT LAUDERDALE FL 33309

LICENSE NUMBER: PE70625

EXPIRATION DATE: FEBRUARY 28, 2021

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KIMLEY-HORN AND ASSOCIATES, INC.
ACTIVE AFFILIATES

NAME	ADDRESS/Phone Number	RELATIONSHIP
APHC, Inc.	421 Fayetteville Street, Suite 600, Raleigh, NC 27601 919-677-2000	Parent Company of Kimley-Horn's parent company and other affiliated companies
Associates Group Services, Inc.	421 Fayetteville Street, Suite 600, Raleigh, NC 27601 919-677-2000	Parent Company of Kimley-Horn
KH-CN Partnership (KH owns 55%)	4525 Main Street, Suite 1000, Virginia Beach, VA 23462 757-213-8600	Subsidiary of Kimley-Horn
Kimley-Horn of DC, LLC	1100 New Jersey Avenue SE, Suite 420 Washington, DC 20003 202-971-8225	Subsidiary of Kimley-Horn
Kimley-Horn Puerto Rico, LLC	Millennium Park Plaza, Suite 435, #15 Calle, Guaynabo, PR 00968 787-782-5050	Subsidiary of Kimley-Horn
Navy Transportation Partners, JV (KH owns 30%)	4525 Main Street, Suite 1000, Virginia Beach, VA 23462 757-213-8600	Subsidiary of Kimley-Horn
Kimley-Horn of Michigan, Inc.	3911 Six Mile Road Livonia, MI 48152 734-591-7208	Affiliate because both are ultimately owned by APHC, Inc.
RDTB Properties, Inc.	421 Fayetteville Street, Suite 600, Raleigh, NC 27601 919-677-2000	Affiliate because both are ultimately owned by APHC, Inc.
Kimley-Horn of New York, P.C.	1 North Lexington Avenue, Suite 1575 White Plains, NY 10601 914-368-9200	Company shares officers with Kimley-Horn

Client#: 25320 KIMLHORN

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jerry Noyola	
Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770-552-4225	FAX (A/C, No): 866-550-4082
	E-MAIL ADDRESS: jerry.noyola@greyling.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins. Co.	19445
INSURER B : Aspen American Insurance Company	43460
INSURER C : New Hampshire Ins. Co.	23841
INSURER D : Lloyds of London	085202
INSURER E :	
INSURER F :	

INSURED
Kimley-Horn and Associates, Inc.
421 Fayetteville Street, Suite 600
Raleigh, NC 27601

COVERAGES **CERTIFICATE NUMBER: 19-20** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:			5268169	04/01/2019	04/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $500,000 $25,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			4489663	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
B	UMBRELLA LIAB / X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $0			CX005FT19	04/01/2019	04/01/2020	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		015893685 (AOS) 015893686 (CA)	04/01/2019 04/01/2019	04/01/2020 04/01/2020	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Professional Liab			B0146LDUSA1904949	04/01/2019	04/01/2020	Per Claim $2,000,000 Aggregate $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance

CERTIFICATE HOLDER

Sample Certificate

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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LITIGATION STATEMENT

Kimley-Horn and its subsidiaries have provided services in all 50 states and numerous countries. Because of the many and varied projects we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. In the last 3 years, Kimley-Horn has had more than 26,000 active projects in Florida, 12 of which had some form of litigation. Of those cases, 2 were dismissed, 8 were settled, and 2 are pending. This represents 0.00046% of all projects completed by Kimley-Horn in Florida over the past 3 years. Settlements related to claims are bound by confidentiality agreements so we cannot release any information on them. None of the pending matters, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Generally, these matters are covered by insurance, and we consider them to be without merit.

Kimley-Horn has not been debarred or suspended by any government entity, nor have any judgments been entered against it. Litigation cases in Florida in the last three years are as follows, two of which are pending:

If you would like to discuss our legal matters in more detail, please contact Kimley-Horn's General Counsel, Richard Cook, at 919.677.2058.

Renee Borak and Fred Borak v. Simon Property Group, Inc., et al: 15th Judicial Circuit Court, Palm Beach County; Case No. 16-CA-1148; filed 2016; personal injury claim; settled; closed 2016.

Mark E. Callahan and Marisa Callahan v. Gator Delray, LC, et al: 15th Judicial Circuit Court, Palm Beach County; Case No. 2015CA00230; filed 2015; personal injury claim; Kimley-Horn dismissed; closed 2016.

Chalks Airline, Inc. v. Linden Airport Services Corp, et al: United States District Court for the Southern District of Florida; Case No. 15-CV-24322-UNGARO/OTAZO-REYES; filed 2015; alleged economic loss; case dismissed; closed 2016.

Community Asphalt Corporation v. Wantman Group, Inc., et al; Florida Department of Transportation; 11th Judicial Circuit Court, Miami-Dade County, FL; Cause No. 2018-029816-CA-01; filed 2018; alleged economic loss; pending

Kathleen Conti v. Simon Property Group, Inc., et al: 15th Judicial Circuit Court Palm Beach County; Case No. 502017CA008616XXXXMB Division: AE; filed 2017; personal injury claim; settled; closed 2019.

Lunacon Engineering Group, Corp d/b/a Lunacon Construction Group, Corp v. City of Homestead v. Kimley-Horn and Associates, Inc., et al: 11th Judicial Circuit Court Miami-Dade County, Case No. 2017-000561-CA-01; filed 2017; alleged economic loss; settled; closed 2018.

Prime Properties International, LLC v. Kimley-Horn and Associates, Inc.: 10th Judicial Circuit Court, Polk County; Case No. 2017CA-002127; filed 2017; alleged economic loss: settled, closed 2017.

Sema Construction, Inc. v. City of Altamonte Springs; 18th Judicial Circuit Court, Seminole County; Case No. 2015-CA-002951-15-W; filed 2016; alleged economic loss; pending.

Stacey Vasquez, a/k/a Stacey Leigh Gimson, as Personal Representative of the Estate of Frank Vasquez, III, v. Matthew J. West, et al: 13th Judicial Circuit Court, Hillsborough County; Case no. 15-CA-006839; filed 2015; traffic accident, wrongful death claim; settled; closed 2017.

Wal-Mart Stores East, LP, et al. v. Bandes Construction Company, Inc., et al; 15th Circuit Court, Palm Beach County; Case No. 2019CA005775; filed 2019; alleged economic loss; settled

Joan Weinstein v. Simon Property Group LP and The Town Center at Boca Raton Trust: 15th Judicial Circuit, Palm Beach County; Case No. 502016CA003199XXXXMB AG; filed 2016; personal injury claim; settled; closed 2017.

Deontra Williams v. Florida Department of Transportation., et al: 17th Judicial Circuit Court, Broward County; Case No. CACE-13-009427(05); filed 2015; bicycle accident, personal injuries claimed; settled; closed 2017.

6.13 PROPOSER EXPERIENCE

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Proposer / Sub vendor and the client. If deemed necessary, a possible site visit will be conducted, at the sole expense of the City, to affirm the validity of the recommended vendor or solution desired.

Prime Proposer/Sub Vendor:
Kimley-Horn

Client Name:
North Bay Village

Address: 1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Client Contact name:
Jose Olivo

Title: Public Works Director

Phone number: 305.756.7171, ext. 66

Email: jolivo@nbvillage.com

Duration of Client Relationship:

Date Started: 2006 Date Ended: Ongoing for 13 Total Years.

Additional information (attach pages as necessary):

Describe the services provided; provide total value of the contract, result of the project and vendors role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

Water Main Rehabilitation Program: Developing bid documents for the rehabilitation of the Village's complete water distribution system. The bid documents included the leak detection process requirements performed by the contractor and the water main rehabilitation program was then developed based on the results. Kimley-Horn also assisted the Village with obtaining $4.4 million of funding through the State Revolving Fund (SRF) Program.

Total value of contract: $477,000 / 600 days

Project result: Construction is substantially complete and will move in the closeout phase in the Fall of 2019.

Vendor's role: Water/Wastewater consultant, managing the planning, design, permitting, and construction phase services for capital improvement projects. We support our departments on growth strategies, funding, public involvement, O&M, and permitting compliance.

Difficulties experienced: A design-build project for a water main rehabilitation project led to some unforeseen field conditions that resulted in project delays. All issues were resolved.

6.13 PROPOSER EXPERIENCE

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Proposer / Sub vendor and the client. If deemed necessary, a possible site visit will be conducted, at the sole expense of the City, to affirm the validity of the recommended vendor or solution desired.

Prime Proposer/Sub Vendor:

Kimley-Horn

Client Name:

Town of Jupiter Inlet Colony

Address: 50 Colony Road
Jupiter Inlet Colony, FL 33469

Client Contact name:

Dr. Daniel J. Comerford III

Title: Mayor

Phone number: 561.746.3787

Email: comerfordd@jupiterinletcolony.org

Duration of Client Relationship:

Date Started: Sept. 2011* (2015 KH) Date Ended: Ongoing for 8* (4, KH) Total Years.

Additional information (attach pages as necessary): * = *Tom Jensen's relationship*

Describe the services provided; provide total value of the contract, result of the project and vendors role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

1. Neighborhood Rehabilitation: Construction management and engineer of record services, including conversion of existing 241 septic tank systems to a central gravity sanitary sewer system, leading to a 100% reduction in nitrogen and phosphorus loads from the septic tank systems, along with replacement of water main drainage upgrades, and road reconstruction. Kimley-Horn also assisted the Town with obtaining $1.4 million in grants.

Total value of construction contract: $9.5 million

Project result: Jupiter Inlet Colony is releasing 83% less "dirty" water to the surrounding water bodies and the project was completed 65 days ahead of schedule

Vendor's role: Engineer of Record

Difficulties experienced: Dealing with muck that was encountered and changing maintenance of traffic to address the narrow roadways and a single entrance road.

2. General Consulting Services: On-call services to the Town to include plan reviews, outfall modifications, and NPDES inspections/reporting.

Total value of contract: $50,000 (Jan. - Sept. 2019 engineering fee)

6.13 PROPOSER EXPERIENCE

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Proposer / Sub vendor and the client. If deemed necessary, a possible site visit will be conducted, at the sole expense of the City, to affirm the validity of the recommended vendor or solution desired.

Prime Proposer/Sub Vendor:
Kimley-Horn

Client Name:
Village of Tequesta

Address: 345 Tequesta Drive

Client Contact name:
Jeremy Allen

Title: Village Manager

Phone number: 561.768.0463

Email: jallen@tequesta.org

Duration of Client Relationship:

Date Started: 1995* (2019 KH) Date Ended: Ongoing for 24* (4, KH) Total Years.

Additional information (attach pages as necessary):

* = *Tom Jensen's relationship*

Describe the services provided; provide total value of the contract, result of the project and vendors role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

Miscellaneous Professional Engineering Services: Providing various general civil engineering services for the Village, including plan reviews, water supply plans, facility assessments, miscellaneous water treatment plant improvements, stormwater utility assessments, drainage improvements, water main replacements, and Interim Utility Director role assistance.

Total value of contract: $140,000 (Jan. - Sept. 2019 engineering fees)

Project result: Continuing to provide miscellaneous professional engineering services for the Village

Vendor's role: On-call consulting services

Difficulties experienced: None

6.13 PROPOSER EXPERIENCE

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Proposer / Sub vendor and the client. If deemed necessary, a possible site visit will be conducted, at the sole expense of the City, to affirm the validity of the recommended vendor or solution desired.

Prime Proposer/Sub Vendor:

Architecture Studio, Inc.

Client Name:

Marion County Facilities Management

Address:

2602 SE Eighth Street; Ocala, Florida 34471

Client Contact name:

Jared Goodspeed

Title:

Facilities Management Director

Phone number:

(352) 598-3181

Email:

Jared.Goodspeed@marioncountyfl.org

Duration of Client Relationship:

Date Started: 2012 Date Ended: On-Going for 7+ Total Years.

Additional information (attach pages as necessary):

Describe the services provided; provide total value of the contract, result of the project and vendors role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

We are currently under continuing contract with Marion County and have worked on more than $300,000.00 in projects with them. We have a great working relationship with them. Any issues that may arise are handled together with expedited intentions. We have never had a terminated contract with them, on the contrary, all of our services have been delivered on time and on budget.

6.13 PROPOSER EXPERIENCE

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Proposer / Sub vendor and the client. If deemed necessary, a possible site visit will be conducted, at the sole expense of the City, to affirm the validity of the recommended vendor or solution desired.

Prime Proposer/Sub Vendor:

Architecture Studio, Inc.

Client Name:

City of Ocala

Address:

110 SE Watula Ave. Ocala, FL 34471

Client Contact name:

Carolyn Dixon

Title:

Administrative Supervisor / Project Manager

Phone number:

352-351-6796

Email:

cdixon@ocalafl.org

Duration of Client Relationship:

Date Started: 2012 Date Ended: On-Going for 7+ Total Years.

Additional information (attach pages as necessary):

Describe the services provided; provide total value of the contract, result of the project and vendors role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

We work very closely with Carolyn, as she is the manager of many of the projects that we provide services for. We have a great working relationship. Our total contracts with Carolyn directly working as project manager range from $50,000.00 - $100,000.00. However we work with the City of Ocala and other project managers consistently. Our lines of communication are always open and oftentimes, we can be told that we over-communicate. This helps to ensure that any difficulties or possible discrepancies during our projects are minimized or handled immediately and effectively. We have never had a terminated contract with the City of Ocala, in fact all our projects that have always been delivered on time as well as on budget.

6.13 PROPOSER EXPERIENCE

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Proposer / Sub vendor and the client. If deemed necessary, a possible site visit will be conducted, at the sole expense of the City, to affirm the validity of the recommended vendor or solution desired.

Prime Proposer/Sub Vendor:

Architecture Studio, Inc.

Client Name:

Volusia County

Address:

123 West Indiana Avenue; Room #402; DeLand, Florida 32720

Client Contact name:

Laura E Laser

Title:

AIA Senior Architect

Phone number:

386-736-5967 ext 12323

Email:

llaser@volusia.org

Duration of Client Relationship:

Date Started: 2012 Date Ended: On-Going for 7+ Total Years.

Additional information (attach pages as necessary):

Describe the services provided; provide total value of the contract, result of the project and vendors role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

We are currently under continuing contract with Volusia County and have worked on projects up to $200,000.00. We have a great working relationship with them. Any issues that may arise are handled together with expedited intentions. We have never had a terminated contract with them, on the contrary, all of our services have been delivered on time and on budget.

6.13 PROPOSER EXPERIENCE

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Proposer / Sub vendor and the client. If deemed necessary, a possible site visit will be conducted, at the sole expense of the City, to affirm the validity of the recommended vendor or solution desired.

Prime Proposer/Sub Vendor:

Avirom & Associates, Inc.

Client Name:

Burkhardt Construction, Inc.

Address:

1400 Alabama Avenue, Suite 20, West Palm Beach, FL 33401

Client Contact name:

Tony Sabatino

Title:

Phone number:
561-659-1400

Email:
tony@burkhardtconstruction.com

Duration of Client Relationship:

Date Started: 2010 Date Ended: Current for 9 Total Years.

Additional information (attach pages as necessary):

Describe the services provided; provide total value of the contract, result of the project and vendors role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

6.13 PROPOSER EXPERIENCE

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Proposer / Sub vendor and the client. If deemed necessary, a possible site visit will be conducted, at the sole expense of the City, to affirm the validity of the recommended vendor or solution desired.

Prime Proposer/Sub Vendor:

Avirom & Associates, Inc.

Client Name:

Eckler Engineering, Inc.

Address:

4700 Riverside Drive, Suite 110, Coral Springs, FL 33067

Client Contact name:

Doug Hammann

Title:

President

Phone number:

954-510-4700

Email:

dhammann@ecklerengineering.com

Duration of Client Relationship:

Date Started: 1986 Date Ended: Current for 33 Total Years.

Additional information (attach pages as necessary):

Describe the services provided; provide total value of the contract, result of the project and vendors role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

6.13 PROPOSER EXPERIENCE

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Proposer / Sub vendor and the client. If deemed necessary, a possible site visit will be conducted, at the sole expense of the City, to affirm the validity of the recommended vendor or solution desired.

Prime Proposer/Sub Vendor:

Avirom & Associates, Inc.

Client Name:

Murdoch, Weires, PLLC

Address:

14 SE 4th Street, Boca Raton, FL 33432

Client Contact name:

Richard Murdoch

Title:

Manager

Phone number:

561-347-8700

Email:

rmurdoch@mwnlegal.com

Duration of Client Relationship:

Date Started: 1986 Date Ended: Current for 33 Total Years.

Additional information (attach pages as necessary):

Describe the services provided; provide total value of the contract, result of the project and vendors role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

Prime Proposer/Sub Vendor:

Kimley-Horn and Associates / JLA Geosciences, Inc.

Client Name:

Town of Jupiter

Address:

210 Military Trail Jupiter, FL 33468

Client Contact name:

Amanda Barnes

Title: Assistant Director of Utilities

Phone number: (561) 746-5134

Email: amandab@jupiter.fl.us

Duration of Client Relationship:

Date Started: 2003 Date Ended: Ongoing for 16 Total Years.

Additional information (attach pages as necessary):

Describe the services provided; provide total value of the contract, result of the project and vendors role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

Prime Proposer/Sub Vendor:

Kimley-Horn and Associates / JLA Geosciences, Inc.

Client Name:

Palm Beach County Water Utilities Department

Address:

8100 Forest Hill Blvd. West Palm Beach, FL. 33416

Client Contact name:

Jim Stiles

Title: Department Director

Phone number: (561) 493-6000

Email: jstiles@pbcwater.com

Duration of Client Relationship:

Date Started: 2007 Date Ended: Ongoing for 12 Total Years.

Additional information (attach pages as necessary):

Describe the services provided; provide total value of the contract, result of the project and vendors role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

Prime Proposer/Sub Vendor:

Kimley-Horn and Associates / JLA Geosciences, Inc.

Client Name:

City of West Palm Beach

Address:

401 Clematis Street West Palm Beach, FL 33401

Client Contact name:

Poonam K Kalkat

Title: Director of Public Utilities

Phone number: (561) 822-2284

Email: pkalkat@wpb.org

Duration of Client Relationship:

Date Started: 2010 Date Ended: Ongoing for 9 Total Years.

Additional information (attach pages as necessary):

Describe the services provided; provide total value of the contract, result of the project and vendors role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

6.13 PROPOSER EXPERIENCE

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Proposer / Sub vendor and the client. If deemed necessary, a possible site visit will be conducted, at the sole expense of the City, to affirm the validity of the recommended vendor or solution desired.

Prime Proposer/Sub Vendor:

McKim & Creed, Inc.

Client Name:

City of Hollywood, FL

Address:

1621 N 14th Ave., P.O. Box 229045 Hollywood, FL 33022-9045

Client Contact name:

Clece Aurelus

Title:

Project Manager

Phone number:

954-921-3930; 8965

Email:

caurelus@hollywoodfl.org

Duration of Client Relationship:

Date Started: 2008 Date Ended: _____ for 11 Total Years.

Additional information (attach pages as necessary):

Describe the services provided; provide total value of the contract, result of the project and vendors role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

6.13 PROPOSER EXPERIENCE

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Proposer / Sub vendor and the client. If deemed necessary, a possible site visit will be conducted, at the sole expense of the City, to affirm the validity of the recommended vendor or solution desired.

Prime Proposer/Sub Vendor:

McKim & Creed, Inc.

Client Name:

City of Clearwater, FL

Address:

100 Myrtle Ave., Clearwater, FL

Client Contact name:

Jeff Walker

Title:

Project Engineer

Phone number:

(727) 562-4827

Email:

Jeff.Walker@myClearwater.com

Duration of Client Relationship:

Date Started: 2015 Date Ended: _____ for 4 Total Years.

Additional information (attach pages as necessary):

Describe the services provided; provide total value of the contract, result of the project and vendors role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

6.13 PROPOSER EXPERIENCE

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Proposer / Sub vendor and the client. If deemed necessary, a possible site visit will be conducted, at the sole expense of the City, to affirm the validity of the recommended vendor or solution desired.

Prime Proposer/Sub Vendor:

McKim & Creed, Inc.

Client Name:

Manatee County, FL

Address:

1112 Manatee Ave West, Bradenton, FL

Client Contact name:

Jeff Koch

Title:

Senior Industrial Electrician

Phone number:

(941) 792-8811 x 5178

Email:

jeff.koch@mymanatee.org

Duration of Client Relationship:

Date Started: 2015 Date Ended: _____ for 5 Total Years.

Additional information (attach pages as necessary):

Describe the services provided; provide total value of the contract, result of the project and vendors role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

6.13 PROPOSER EXPERIENCE

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Proposer / Sub vendor and the client. If deemed necessary, a possible site visit will be conducted, at the sole expense of the City, to affirm the validity of the recommended vendor or solution desired.

Prime Proposer/Sub Vendor:

Terracon Consultants, Inc.

Client Name:

City of North Miami

Address:

12300 NE 8th Avenue North Miami, FL 33161

Client Contact name:

Derrick Corker, CPRD

Title:

Parks, Recreation and Cultural Arts Director

Phone number:

(305) 895-9846

Email:

dcorker@northmiamifl.gov

Duration of Client Relationship:

Date Started: 11/2016 Date Ended: 07/2017 for 8 months Total Years.

Additional information (attach pages as necessary):

Describe the services provided; provide total value of the contract, result of the project and vendors role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

6.13 PROPOSER EXPERIENCE

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Proposer / Sub vendor and the client. If deemed necessary, a possible site visit will be conducted, at the sole expense of the City, to affirm the validity of the recommended vendor or solution desired.

Prime Proposer/Sub Vendor:

Terracon Consultants, Inc.

Client Name:

PortMiami

Address:

1015 N America Way Miami, FL 33132

Client Contact name:

Becky Hope, LEED AP

Title:

Environmental Manager

Phone number:

(305) 347-4972

Email:

Becky.Hope@miamidade.gov

Duration of Client Relationship:

Date Started: 06/2017 Date Ended: 02/2018 for 7 months Total Years.

Additional information (attach pages as necessary):

Describe the services provided; provide total value of the contract, result of the project and vendors role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

6.13 PROPOSER EXPERIENCE

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Proposer / Sub vendor and the client. If deemed necessary, a possible site visit will be conducted, at the sole expense of the City, to affirm the validity of the recommended vendor or solution desired.

Prime Proposer/Sub Vendor:

Terracon Consultants, Inc.

Client Name:

Miami-Dade County WASD, Ocean Outfall Legislation Program

Address:

3150 SW 38th Avenue Suite 700 Miami, FL 33146

Client Contact name:

Sergio A. Baltodano (Nova Consulting)

Title:
Project Manager, OOL Program

Phone number:
(305) 436-9200

Email:
sbaltodano@nova-consulting.com

Duration of Client Relationship:

Date Started: 3/27/2018 Date Ended: 4/19/2019 for 13 months Total Years.

Additional information (attach pages as necessary):

Describe the services provided; provide total value of the contract, result of the project and vendors role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

6.14 DESIGNATION OF QUALIFIED DISCIPLINE FORM

NAME OF COMPANY:

Kimley-Horn and Associates, Inc.
(Name of company submitting RFQ)

By signing and submitting this submittal, we acknowledge having read and agreeing to all times and conditions of these specifications, including, but not limited to, agreeing to indemnify and hold the City harmless from any and all claims, suits, actions, damages, causes of action, or attorney's fees arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or services supplied, or negligence of contractor supplier, his employees, agents, or assigns. By signing and submitting this bid proposal, we certify that this company has current insurance coverage specified herein. The insurance policy number(s) and expiration date(s) are provided below, or copies of the insurance certificate(s) are enclosed. If awarded the contract, we will provide the City with proof of the required insurance and include the City as an additional insured on our general liability coverage.

I certify that this submittal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

CHECK CATEGORY (CATEGORIES) YOU ARE APPLYING FOR:

1. ARCHITECTS ✓
2. WATER/WASTEWATER ENGINEERS ✓
3. CIVIL/STRUCTURAL ENGINEERS ✓
4. CIVIL/TRAFFIC & TRANSPORTATION ENGINEERS ✓
5. ELECTRICAL ENGINEERS ✓
6. ENVIRONMENTAL ENGINEERS ✓
7. LANDSCAPE ARCHITECTURAL SERVICES ✓
8. LEAK DETECTION STUDIES ✓
9. MECHANICAL, HVAC & PLUMBING ENGINEERS ✓
10. PERMIT REVIEW ✓
11. 11. PLANNING AND ZONING, CODE COMPLIANCE, AND BUSINESS LICENSING ✓
12. SURVEYORS ✓
13. GIS SERVICES ✓

SECTION 7.0 SAMPLE AGREEMENT – DO NOT COMPLETE

AGREEMENT No. 19-0XX-MC
BETWEEN THE CITY OF NORTH MIAMI BEACH AND
(VENDOR NAME)

THIS AGREEMENT is made and entered into as of this ____ day of _____, **2019,** by and between **(Vendor Name)** a corporation organized and existing under the laws of the **State of Florida,** having its principal office at **(Vendor Address)** (hereinafter referred to as the " CONTRACTOR "), and the City of North Miami Beach, a political subdivision of the State of Florida, having its principal office at 17011 NE 19th Avenue, North Miami Beach, Florida 33162 (hereinafter referred to as the "CITY"),

RECITALS

WHEREAS, the CONTRACTOR has offered to provide the services and to be bound by the terms and conditions of the **Request for Qualifications (RFQ) No. 19-0XX-MC (Solicitation Title)** which includes the General Terms and Conditions, Special Conditions, Scope of Services, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the assertions included in the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B", and the Statement of Work and Fee Schedule attached hereto and incorporated herein as Exhibit "C";

WHEREAS, the CITY desires to procure from the CONTRACTOR such services for the CITY, in accordance with the terms and conditions of this Agreement.

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

Additional Terms and Conditions

SECTION 1. TERM.

1.1 The term of this Agreement shall begin upon full execution of the agreement for an initial three (3) year term. The City Manager or designee shall have the option to renew the Agreement for up to two (2) additional one (1) year terms.

1.2 The CITY has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon fifteen (15) days written notice to the CONTRACTOR. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered prior to and through the date of the notice of termination, copies of all records, charts, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the CITY within ten (10) days.

SECTION 2. PROMPT PAYMENT ACT.

2.1 The City as a municipal corporation is subject to the *Local Government Prompt Payment Act,* Chapter 218, Part VII, Fla. Stat. (2010), as amended.

SECTION 3. NOTICE.

3.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONTRACTOR and the CITY designate the following as the respective places for giving such notice:

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

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

CONTRACTOR: **VENDOR NAME**
Attn: _____
Vendor Address
Telephone No. (___) ___ - ____
Email: _____

SECTION 4. MODIFICATION.

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

SECTION 5. INDEPENDENT CONTRACTOR

5.1 The CONTRACTOR is an Independent Contractor under this Agreement. Personnel provided by the CONTRACTOR shall be employees of the CONSULTANT and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the CITY. Personnel policies, tax

responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the CONTRACTOR. The CONTRACTOR shall be solely responsible for any injuries suffered by the CONTRACTOR's employees. It is clear that CITY will not provide workers' compensation insurance for the CONTRACTOR or its employees.

Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither arty hereto shall be liable for the debts or obligations of the others. No employee or agent of the CONTRACTOR shall be deemed to be an employee or agent of the CITY. The CONTRACTOR shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the performance of any services to the CITY. Should any question arise as to the interpretation or as to the nature of the services to be provided by the CONTRACTOR, the opinion of the CITY shall establish, for all purposes, the nature of the work. The CONTRACTOR shall have no power to obligate CITY.

SECTION 6. INDEMNIFICATION.

6.1 For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, CONTRACTOR agrees to indemnify, defend and hold harmless, the CITY, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorneys' fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of CONTRACTOR, agents or other personnel entity acting under CONTRACTOR's control in connection with CONTRACTOR's performance of services under this Agreement and to that extent CONTRACTOR shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorneys' fees expended by the CITY in defense of such claims and losses including appeals. That the aforesaid hold-harmless agreement by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR or any agent or employee of CONTRACTOR regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

SECTION 7. GOVERNING LAW.

7.1 This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

SECTION 8. RECORDS.

8.1 CONTRACTOR agrees that all records, books, documents, papers and financial information ("Records") that result from providing services to the CITY under this agreement shall be the property of the CITY. Upon termination or cancellation of this agreement, any and all such Records shall be delivered to the CITY within ten (10) days. The CITY shall maintain records, books, documents, papers and financial information pertaining to work performed under this agreement during the term of this agreement and for a period of three (3) years following termination of this agreement. The City Manager or his/her designee shall have access to and the right to examine and audit any Records involving the CONTRACTOR's services related to this agreement. The restrictions and obligations of this section of the Agreement shall survive any expiration, termination, or cancellation of this Agreement and shall continue to bind the CONTRACTOR, successors and assigns.

SECTION 9. CONFLICT OF INTEREST/CODE OF ETHICS.

9.1 The CONTRACTOR agrees to adhere to and be governed by all applicable provisions of the

Miami-Dade County Conflict of Interest and Code of Ethics Ordinance Section 2-11.1, as amended; and by the City of North Miami Beach Charter and Code as amended; both of which are incorporated by reference as if fully set forth herein, in connection with the Agreement conditions hereunder. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirectly that should conflict in any manner or degree with the performance of the services.

SECTION 10. PUBLIC RECORDS/CONSULTANT PUBLIC RECORDS RESPONSIBILITIES.

10.1 The CONTRACTOR understands the City is subject to Florida's Public Records Act, Chapter 119, FL. Stat. and that any such books, records, documents and data maintained by the City are public records unless expressly exempted by general law. CONTRACTOR agrees that all documents and advertisements maintained and generated pursuant to this Agreement shall be subject to all provisions of Chapter 119, Florida Statutes. It is further understood that any report, tracing, plan, map or other work product, without limitation, given by City to CONTRACTOR pursuant to this Agreement shall at all times remain the property of City, shall be returned to City, and shall not be used by CONTRACTOR for any other purpose without the written consent of the City.

10.2 **CONTRACTOR shall comply with the requirements of Florida Statutes 119.071 to the extent applicable to CONTRACTOR. 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).**

SECTION 11. SOVEREIGN IMMUNITY.

11.1 The CITY is a political subdivision of the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the CITY's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION 12. ORDER OF PRECEDENCE

12.1 IN THE EVENT THERE IS A CONFLICT BETWEEN THIS AGREEMENT, THE RFQ, CONTRACTORS' RESPONSE, OR SCOPE OF WORK, THE ORDER OF PRECEDENCE SHALL BE THIS AGREEMENT, THE RFQ, AND THE CONTRACTORS' RESPONSE. THE CITY EXPRESSLY REJECTS ANY ADDITIONAL TERMS OR CONDITIONS NOT CONSISTENT WITH THE TERMS HEREIN.

SECTION 13. CONFIDENTIAL INFORMATION

13.1 The CONTRACTOR agrees that any information received by the CONTRACTOR for the City and in providing services in accordance with this Agreement which is not publicly available, shall not be revealed to any other persons, firm or organizations without the expressed consent of the City Manager or designee.

SECTION 14. STANDARDS AND PROPOER DECORUM

14.1 The City promotes and expects a high standard of ethics and professional conduct in all City employees. The CONTRACTOR shall be held to the same standards and shall be held accountable to any conduct or demeanor contrary to the policy while representing the City. A full copy of the

Standards and Proper Decorum Policy #74 will be provided to the CONTRACTOR.

SECTION 15 ASSIGNMENT AND SUBCONTRACTING

15.1 This Agreement and the rights of the CONTRACTOR and obligations hereunder may not be assigned, delegated or subcontracted by the CONTRACTOR without the express prior written consent of the City. Any assignment, delegation or subcontract without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement. The City may assign its rights, together with its obligations hereunder.

(SIGNATURE PAGE TO FOLLOW)

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

CONTRACTOR

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____

Attest: _____
Corporate Seal/Notary Public

CITY OF NORTH MIAMI BEACH

By: _____
City Manager

Date: _____

Attest: _____
City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

Exhibit “C”

Kimley»Horn

EXHIBIT A

CITY OF NORTH MIAM BEACH
CONTINUING SERVICES AGREEMENT (RFQ No. 19-082)
RATE SCHEDULE * (October 2020)

CATEGORY	$ / HR
PRINCIPAL	$N/A
SENIOR PROFESSIONAL (25+ years' experience, PE)	$265
SENIOR PROJECT MANAGER (15+ years' experience, PE)	$230
PROFESSIONAL (7+ years' experience, PE)	$175
JUNIOR PROFESSIONAL (3 to 7 years' experience, EI/PE)	$140
ENGINEERING ANALYST (0 to 3 years' experience)	$130
SENIOR CAD DESIGNER (15+ years' experience)	$155
SENIOR CONSTRUCTION PROJECT REPRESENTATIVE (10+ years' experience)	$145
CAD DESIGNER (0 to 10 years' experience)	$120
ADMINISTRATIVE SUPPORT STAFF	$ 90

*Rates are valid for 3 years from the contract date. Rates are applicable to General Consulting Services projects.
*Subconsultants – At cost, no markup.
*Reimbursable Expenses – To be included within the hourly rates noted above.

Consent Agenda
9.22.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Andrew Plotkin, Interim City Manager
VIA:	Andrew Plotkin, Interim City Manager
DATE:	July 15, 2025

RE: Resolution No. R2025-106 Approving a Contract with Andrew Plotkin as Interim City Manager (Andrew Plotkin, Interim City Manager)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution
- Exhibit A

RESOLUTION NO. R2025-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING AND APPROVING A CONTRACT FOR THE INTERIM CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 20, 2025, the City Commission approved Resolution No. R2025-59 appointing Andrew Plotkin as the Interim City Manager effective June 14, 2025, and authorizing the City Attorney to negotiate and present a contract to the City Commission; and

WHEREAS, the proposed contract for the Interim City Manager is attached hereto as Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Commission of the City of North Miami Beach, Florida:

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

Section 2. The proposed contract, attached as Exhibit A, is hereby authorized and approved by the Mayor and City Commission as the contract for the Interim City Manager from commencement date of June 14, 2025, until he concludes his service as Interim City Manager or the Commission takes other action.

Section 3. This Resolution shall become effective immediately upon adoption, retroactive to June 14, 2025.

APPROVED AND ADOPTED by the Mayor and City Commission of the City of North Miami Beach, Florida, at a Regular Meeting assembled this 15 day of July, 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

EMPLOYMENT AGREEMENT

BETWEEN

ANDREW P. PLOTKIN

AND

THE CITY OF NORTH MIAMI BEACH

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into as of the 14th day of June, 2025 by and between the City of North Miami Beach, Florida, a Florida municipal corporation located in Miami-Dade County (the "City"), and Andrew P. Plotkin, an individual residing in Miami Dade County ("Plotkin"). The City and the Plotkin may be referred to herein individually as a "Party," and collectively as the " Parties".

RECITALS:

WHEREAS, on May 20, 2025, the City Commission voted to employ the services of Andrew P. Plotkin, as the Interim City Manager of the City of North Miami Beach, Florida, as provided for in Section 3.1 of the Town Charter (the "Interim City Manager"); and

WHEREAS, it is the desire of the City Commission:

(1) To retain the services of Plotkin as Interim City Manager and to provide inducement for him to remain in such employment; and

(2) To make possible full work productivity by assuring Plotkin's morale and peace of mind with respect to future work security; and

(3) To provide a means for terminating Plotkin's services at such time that it is deemed expedient to do so by decision of either Party or both Parties; and

(4) To establish standards of performance for Plotkin to act as a guide to ensure accountability; and

WHEREAS, Plotkin desires to accept employment as the Interim City Manager of the City of North Miami Beach, Florida under the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

AGREEMENT:

Section 1. Duties

1.1 The City hereby employs Plotkin as Interim City Manager of the City to perform the functions and duties as specified in the City Charter and by City Code of Ordinances, and to perform other legally permissible and proper duties and functions as the City Commission periodically assigns.

1.2 Plotkin shall discharge the duties of Interim City Manager in accordance with the terms, conditions, and provisions contained in this Agreement, the City Charter, and any applicable employment policies, as may be established and amended from time to time and in a professional and respectable fashion.

1.3 During the term of this Agreement, Plotkin will not have set work hours or a set work schedule. Plotkin acknowledges that the duties of the Interim City Manager will be variable and may require work after the City's regular business hours, on nights, weekends, and holidays. Plotkin agrees to devote his best efforts and the time and energy necessary to fully perform Interim City Manager's duties under this Agreement. Plotkin further agrees to be exclusively employed by the City during the term of this Agreement, however, Plotkin reserves the right to provide consulting services and teaching opportunities outside the City, provided Plotkin advises and obtains the approval of the City of such limited engagement. The City agrees that Plotkin may participate in such endeavors during the term of this Agreement on his personal time, provided same does not interfere with his duties as Interim City Manager.

1.4 If Plotkin is out of the office on vacation or attending training and unable to perform his duties as Interim City Manager, Plotkin shall designate his deputy or another employee of the City to serve as an Acting Interim City Manager for such length of time as may be needed for Plotkin to resume his duties. In the event Plotkin has a leave of absence, Plotkin shall designate his deputy or another employee of the City to serve as Acting Interim City Manager. The Mayor and City Commission reserve the right to nominate and approve an Acting Interim City Manager different than that individual so designated by Plotkin during Plotkin's leave of absence.

1.5 Annually, the City Commission and Plotkin shall define and prioritize goals and performance objectives that they determine necessary for the proper operation of the City.

Section 2. Term of Agreement

2.1 This Agreement shall commence and be effective as of June 14, 2025, and shall remain in effect until the earlier of: (i) November 18, 2025; (ii) until such time as a permanent City Manager or new Interim City Manager is appointed; or (iii) until terminated by either Party as provided herein. Plotkin acknowledges that employment with the City is on an at-will basis and that Plotkin serves at the pleasure of the City Commission. Nothing in this Agreement shall prevent, limit, or other otherwise interfere with the right of the City Commission to terminate Plotkin, with or without cause or notice, subject only to the provisions set forth in Section 4 of this Agreement and in accordance with the City Charter.

2.2 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Plotkin to resign at any time from the position of Interim City Manager, subject only to the provisions set forth in Section 5 of this Agreement.

Section 3. Salary

3.1 The City agrees to pay Plotkin as compensation for his services under this Agreement an initial annual salary of two hundred forty thousand dollars ($245,000.00), payable in installments at the same time as other City employees are paid (the "Base Salary). This Base Salary, and any subsequent increases as provided herein, is subject to all legally required deductions.

Section 4. Termination by the City

4.1 Plotkin is employed at will and serves at the pleasure of the Mayor and City Commission. This Agreement and his employment may be terminated by the City at any time and for any reason or for no reason, subject only to the provisions of this Agreement and in accordance with Section 3.1 of the City Charter.

4.2 Upon (i) expiration of this Agreement, or (ii) termination of Plotkin by the City Commission without cause during such time as Plotkin remains willing to perform his duties under this Agreement, the City agrees:

A If the City names a party other than Andrew P. Plotkin ("Plotkin") as City Manager or Interim City Manager, Plotkin shall be reappointed as the City's Director of Parks and Recreation for a period of two (2) years in accordance with Article VII, Section 7.1 of the City Charter. In which case Plotkin's compensation shall revert to an amount equal to his immediately prior compensation as Assistant City Manager/Director of Parks and Recreation.

B In the event that the City elects to terminate Plotkin as Interim City Manager and declines to reappoint him as Assistant City Manager/Director of Parks and Recreation, the City will pay Plotkin severance in the amount twenty (20) weeks, in accordance with Florida Statute § 215.425, and payment for any annual or sick leave accrued prior to the effective date of the termination within forty-five (45) business days following the termination, inclusive of accrued retirement contribution, any accrued and unpaid vacation and sick time earned (collectively, "Severance Pay").

4.3. Severance Pay shall not include those items enumerated in Section 6, Section 7, Section 8, Section 10, Section 12, Section 13, or Section 14 herein. Such Severance Pay may not exceed an amount greater than as set out in and defined in Section 215.425(d), *Florida Statutes*. In consideration of receiving the Severance Pay, Plotkin shall execute a general release in favor of the City and in a form acceptable to the City Attorney. After Plotkin's full and sufficient receipt of Severance Pay, the City shall have no further financial obligation to Plotkin, except for the payment of pension benefits, benefits earned during his employment with the City, and benefits otherwise required by law. Nothing contained in this Section shall prevent Employee from collecting any money earned by participating in the City's deferred compensation plans (e.g., 401(a) and 457) and/or pension plans as they may be amended from time to time.

4.4 In the event Plotkin is terminated either (i) for misconduct as defined in Section 443.036(29), *Florida Statutes*, as determined in the sole discretion of a majority of the City Commission or (ii) "with cause" as determined in the sole discretion of a majority of the City Commission, the City shall have no obligation to pay the Severance Pay enumerated in Section

4.2 above. For purposes of this Agreement, "with cause" is defined as and limited to any of the following:

(a) a violation of state or local ethics laws and codes, including, but not limited to the Florida Code of Ethics for Public Officers and Employees, the City's Code of Ethics , the Public Records Law, Sunshine Law, or the Miami-Dade County Code of Ethics; or

(b) failure to follow City policy; or

(c) a breach of this Agreement; or

(d) violence or threatened violence, threats, or threatening behavior to a City appointed or elected official, employee, customer, or resident; or

(e) misspending, misappropriation, or theft of City money or property; or

(f) falsifying records; or

(g) gross insubordination ; or

(h) illegal harassment or retaliation; or

(i) failing an alcohol or drug test; or

(j) commission of an unlawful act in the performance of official duties; or

(k) improper performance of any lawful act; or

(l) failure or omission to perform an act when there is an obligation to perform that act; or

(m) neglect of duty; or

(n) habitual drunkenness; or

(o) incompetence in performing official duties; or

(p) inability to perform official duties due to absence, disability, or other reason; or

(q) arrest for a felony or for a misdemeanor related to the performance of official duties, or indicted or informed against for the commission of a federal felony or misdemeanor or state felony or misdemeanor; or

(r) violation of any substantive City policy, rule, or regulation, which would subject any other City employee to termination; or

(s) the commission of any fraudulent act against the interest of the City; or

(t) the commission of any act which involves moral turpitude.

In the event Plotkin is terminated pursuant to this Section 4.4, Plotkin shall receive severance pay in the amount of four (4) weeks, in addition to the payment of pension benefits, benefits earned under this Agreement, and benefits otherwise required by law (collectively, "With Cause Severance Pay"). Nothing contained in this Section shall prevent Plotkin from collecting any money earned from participating in the City's deferred compensation plans (e.g., 401(a) and 457) or pension plans as they may be amended from time to time.

Section 5. Termination by the Plotkin

5.1 Plotkin may terminate this Agreement at any time upon no less than forty-five (45) days advance written notice to the Mayor and City Commission and return to his previous position as Assistant City Manager/Director of Parks and Recreation.

5.2 The City shall have no further financial obligation to Plotkin except as expressly set forth herein. The City, through the City Commission, reserves the right to accelerate the

Plotkin's resignation or voluntary termination of this Agreement earlier than the notice date provided by the Plotkin.

5.3 Notwithstanding the foregoing, in the event of Plotkin's termination pursuant to this Section 5, the City Commission reserves the right to grant and pay Plotkin the Severance Pay, in addition to any accrued and unpaid salary, sick, and vacation time earned.

Section 6. Automobile Allowance and Communications Equipment

6.1 The City shall provide an automobile for Plotkin's use during the term of this Agreement at no cost to Plotkin that may be used for personal and work purposes, provided, however, that only Plotkin, or another authorized City employee, may drive the vehicle. The City will pay the cost of insurance, maintenance, and repairs for the assigned automobile and will provide a gasoline allotment at the designated City facility. Plotkin agrees to abide by the applicable laws and rules of the road when driving the vehicle. The City reserves the right to repossess the vehicle at the sole discretion of a majority of the City Commission. The City vehicle shall be returned to the City immediately upon such decision.

6.2 The City shall provide Plotkin with a monthly cell phone allowance of $150.00 or a City issued smart phone.

Section 7. Dues and Subscriptions

7.1 Subject to City Policy and State law, the City agrees to pay the reasonable professional dues and subscriptions necessary for Plotkin's contribution and participation as a member in the national, state, and local professional associations and organizations necessary and desirable for his continued professional participation, growth and advancement and for the good of the City.

Section 8. Professional Development

8.1 Subject to the City Policies and State Law, the City agrees to pay Plotkin's travel and subsistence expenses for the travel to local, State, and National conferences, committee meetings, short courses, institutes, and seminars, as permitted by the annual budget and approved by the City Commission.

Section 9. Community Involvement

9.1 The City acknowledges that Plotkin currently participates in community civic and charitable organizations. The City agrees that Plotkin may continue participation in such endeavors during the term of this Agreement, provided that such participation shall be conducted at Plotkin's personal expense and that such work shall not interfere with Plotkin's duties as Interim City Manager and shall not in any way reflect unfavorably or conflict with the City. The City acknowledges that Plotkin's participation in these endeavors includes, but is not limited to, participation (in person, or via the telephone or Internet) in meetings, conferences, seminars, or other activities sponsored by civic and charitable organizations. If

the Plotkin will be away from work for one or more full days because of his participation in any community or other civic organization, the Plotkin is required to provide advance notice to and receive prior approval from the City Commission.

Section 10. Annual and Sick Leave

10.1 Plotkin shall accrue annual leave in accordance with the benefits granted to tier 1 employees under the City's Pay Ranges & Benefits by Tier Policy, but no less than 160 hours per year.

10.2 Plotkin shall accrue sick leave in accordance with the benefits granted to tier 1 employees under the City's Pay Ranges & Benefits by Tier Policy, but no less than 96 hours per year.

10.3 The use of leave shall be approved in writing by the Mayor, or in his or her absence, the Vice Mayor, with notice to the rest of the City Commission at the time of approval. Request for extended leave shall be submitted for approval no less than ten (10) days prior to the requested, anticipated time off.

10.4 Upon expiration or termination of this Agreement, whether with or without cause, all earned leave
above Tier 1 cap will be paid at 100% or deferred to Plotkin's current retirement 401(a) plan.

Section 11. Holidays. Plotkin shall be entitled to any **floating holiday, regular holiday, birthday leave, or other leave time** granted to Tier 1 employees under the City's Pay Ranges & Benefits by Tier 1 Policy. If Plotkin works on a holiday or does not use a personal day during the year, Plotkin can bank such days for future use.

Section 12. Health, Dental, Vison, Life, Disability and Professional Insurance

A. Plotkin shall be entitled, at his option, to (i) receive fully paid health, dental, and vision insurance coverage for himself and his family (as provided under, and subject to the terms and conditions of, the City's applicable group health plan), or (ii) in lieu thereof, receive a monthly allowance in the amount equal to the monthly insurance premium for such family coverage applicable at such time. Mr. Plotkin, at the time of his departure and official retirement from the City, shall at his option be able to continue to be covered by health, dental, and vision coverage purchased at the rate offered to City employees as provided for in 112.0801, Florida Statutes at his expense and not the **COBRA** rate.

B. The City shall provide Plotkin with life, accidental death and dismemberment, and short-term and long-term disability insurance coverage (as provided under, and subject to terms and conditions of, the City's applicable group insurance plans). The City shall pay the premiums for such coverage, due for term life insurance, in the amount of two hundred thousand dollars ($200,000.00), including all increases in the base salary during the life of the agreement. At the time of Plotkin's departure and official retirement from the City, he shall, at his option, be able to continue with life insurance coverage at the rate offered to employees at his expense.

C. The City shall provide Plotkin with professional insurance, including, but not limited to, officers' and directors' insurance, with such policy and coverage limits as deemed appropriate by the City's risk management.

Section 13. Retirement. Plotkin elects not to participate in the City Management Pension plan. In lieu of the employee's participation in the plan, The City shall make annual retirement contributions on Plotkin's behalf as may be designated by Plotkin in accordance with, and subject to the limits of, applicable federal and state law (the 'Retirement Contribution"), The Retirement Contribution shall be at the same percentage as the Annual Required Contribution (ARC) that the City makes to the City's Management Pension Plan on behalf of the employee participating in the plan. The Retirement Contribution shall be made on a weekly basis with the City's regular payroll cycle. The City further agrees that once directed by Plotkin, the City will take all necessary steps to adopt and implement any authorized 410, 457, and/or other deferred compensation, individual retirement account (IRA), or any other legal deferred compensation, annuity plan and/or retirement-related tax-sheltered plan in accordance with the Managers wishes.

Section 14. Expense Account; Other Customary Benefits

A. Plotkin shall be entitled to the use of a City credit card for expenses incurred by Mr. Plotkin in performing his duties. Mr. Plotkin also retains the right to seek reimbursement for purchases made on the City's behalf using his personal funds.

B. The City shall afford Plotkin the right to participate in any other benefits or working conditions as provided for the Administrative Employees of the City.

Section 15. Indemnification.

To the extent permitted by law and as limited by Section 768.28, Florida Statutes, the City shall defend, save harmless and indemnify Plotkin against any tort, professional liability claims or demand, or other legal action out of an alleged act or omission occurring in connection with the performance of Plotkin duties so long as Plotkin is acting within the scope of his employment. The City, or its insurance carrier, will pay or settle any such claim, suit, or judgment rendered thereon.

Section 16. Bonding

The City agrees to bear the full cost of any fidelity or other bonds as may be approved by the City Commission pursuant to the City Charter.

Section 17. Code of Ethics

Plotkin shall always uphold the tenets of the ICMA Code of Ethics. Specifically, the Plotkin shall not endorse candidates, make financial contributions, sign, or circulate petitions, or

participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time. Provided, however, Plotkin may attend fundraisers for issues or candidates, excluding the City of North Miami Beach issues or Mayor/Commission seats.

The City shall support the Plotkin in keeping these commitments by refraining from any order, direction, or request that would require the Plotkin to violate the ICMA Code of Ethics Specifically, neither the governing body nor any individual member thereof shall request Plotkin to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office.

Section 18. Notice

Notice pursuant to this Agreement shall be given by certified mail, return receipt requested, through the United States Postal Services delivery, or by electronic mail at the following addresses, or at such other address as may be provided by a Party from time to time in writing:

City:

Mayor Michael Joseph, Esq.
Mayor of the City of North Miami Beach
17011 NE 19th Ave,
North Miami Beach, FL
33162micheal.joseph@citynmb.com;

Plotkin:

Andrew P. Plotkin
Interim City Manager
17011 NE 19th Ave,
North Miami Beach, FL 33162
andrewplotkin@yahoo.com

Any notice given by certified mail shall be deemed given on the date such notice is delivered, or three days after the date mailed, whichever is later. Any notice sent by electronic mail shall be considered delivered unless upon confirmed transmission.

Section 19. Other Terms and Conditions

A. If any provision of this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

8. The waiver by either Party of a breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver of any subsequent breach by the breaching Party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of Plotkin.

D. This Agreement contains the entire agreement of the Parties. It may not be changed, except in writing, signed by both Parties.

E. Florida law shall govern the construction, interpretation, and enforcement of this Agreement, and the venue for any dispute which may arise hereunder shall be in Miami-Dade County in a court of competent jurisdiction.

F. Upon Plotkin's death during the pendency of this Agreement, the City's obligations under this Agreement shall terminate except for:

I. Transfer of ownership of retirement funds, if any, to his designated beneficiaries;

2. Payment of accrued leave balances in accordance with this Agreement to his designated beneficiaries;

3. Payment of all outstanding hospitalization, medical and dental bills in accordance with City's insurance policies or plans; and

4. Payment of all life insurance benefits in accordance with the City's insurance policies or plans.

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement, and accordingly, no court or administrative hearing officer construing this Agreement shall construe it more strictly against one party than the other and every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning.

H. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and/or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

I. The rights and obligations herein granted are personal in nature and cannot be assigned, delegated, or transferred by Plotkin, except as expressly provided herein.

J. In any action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its reasonable attorney's fees, including those incurred in any appeals thereof, plus costs.

K. Any calculation or computations required herein shall be made by the City Finance Director, subject to verification by the Mayor.

L. On any matter which is not covered or addressed by this Agreement or the City Charter, the general City personnel policies, as amended from time to time, shall control, subject to confirmation by the Mayor and City Attorney.

M. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

N. During and after Plotkin's employment with the City, regardless of how, when, or why such employment ends, Plotkin shall not make, either directly or through another person, any oral or written negative. disparaging or adverse statements or representations concerning the City, its current or former officials, employees, and/or agents. However, nothing herein shall prohibit Plotkin from disclosing truthful information if legally required.

O. Provisions of this Agreement, which by their terms extend beyond the termination, expiration or suspension of this Agreement will survive and remain effective in accordance with their terms and to the extent necessary to the intended preservation of such rights and obligations

[THIS SPACE LEFT INTENTIONALLY BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and executed, as of the date first written above

Attest:

City of North Miami Beach

_____
Andrise Bernard, MMC, City Clerk

_____
Michael Joseph, Esq., Mayor

Approved as to form and legal sufficiency
for the sole use and reliance of the City of North Miami Beach

_____
Joseph S. Geller for City Attorney,
Greenspoon Marder, LLP

Individually

_____
Andrew P. Plotkin

Consent Agenda
9.23.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Commissioner Phyllis Smith and Commissioner Lynn Su
VIA:	
DATE:	July 15, 2025

RE: Resolution No. R2025-107 Expressing Opposition to the Proposed Miami Dade County 159th Street Expansion Project (Commissioners Phyllis Smith and Lynn Su)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution

DRAFT RESOLUTION

RESOLUTION NO. R2025-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, EXPRESSING OPPOSITION TO THE ORIGINALORIGINAL MIAMI-DADE COUNTY ROAD WIDENING PROJECT ALONG NW 159TH STREET; RAISING CONCERNS RELATED TO LAND USE, PUBLIC SAFETY, ENVIRONMENTAL IMPACT, AND COMMUNITY PRESERVATION; URGING MIAMI-DADE COUNTY TO HALT FURTHER ACTION ON THE PROJECT UNTIL FULL COMMUNITY INPUT IS OBTAINED AND IMPACTS ARE ADEQUATELY ADDRESSED; PROVIDING FOR TRANSMITTAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Miami-Dade County is proposing a road widening project along NW 159th Street that will affect properties, parks, and neighborhoods within the municipal boundaries of the City of North Miami Beach; and

WHEREAS, the City has significant concerns regarding the scale and scope of the Original widening which includes expanding a residential corridor into a five-lane roadway and the corresponding impacts on the safety, environment, and character of the community; and

WHEREAS, the five-lane roadway was addressed at a community meeting on June 16, 2025, and the County representatives acknowledged the concerns of the City of North Miami Beach residents that attended the meeting and advised of the change from five lanes to three lanes and;

WHEREAS, the City of North Miami Beach urges the County to maintain the roadway with only three lanes and;

WHEREAS, the design of the Original project poses serious risks to pedestrian and cyclist safety by omitting dedicated bike lanes and introducing high-speed traffic into a residential neighborhood; and

WHEREAS, the City is deeply concerned that the Original widening will disproportionately impact historically working class neighborhoods, contributing to the erosion of community stability and furthering patterns of displacement and environmental injustice; and

WHEREAS, the City is committed to upholding the values of equitable development, public safety, transparency, and community-driven planning;

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

Section 1. Recitals are incorporated by reference.

Section 2. The City Commission hereby expresses strong opposition to the Original Miami-Dade County roadway widening project along NE 159th Street as currently planned.

Section 3. The City urges Miami-Dade County to pause all further actions, approvals, or proceedings, including any resolutions related to eminent domain, until the issues set forth herein are addressed and resolved.

Section 4. The City Manager is directed to transmit this Resolution to the Mayor and Members of the Miami-Dade County Board of County Commissioners, the Miami-Dade County Department of Transportation and Public Works, and any relevant planning and legal entities.

Section 5. All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. 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 7. 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 8. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **15th day of July 2025**.

ATTEST:

ANDRISE BERNARD, MMC	MICHAEL JOSEPH
CITY CLERK	MAYOR

(CITY SEAL)

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

GREENSPOON MARDER LLP

By: _____
CITY ATTORNEYS

Sponsored by: Commissioner Phyllis Smith and Co-Sponsor Lynn Su

Consent Agenda
9.24.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Commissioner Lynn Su
VIA:	Andrew Plotkin, Interim City Manager
DATE:	July 15, 2025

RE: Resolution No. R2025-108 Expressing the City's Intent to Utilize Miami-Dade County's Certified Small Business Enterprise (SBE) Program (Commissioner Lynn Su)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Resolution

CITY OF NMB INTENT TO UTILIZE MIAMI-DADE COUNTY'S CERTIFIED SMALL BUSINESS ENTERPRISE (SBE) PROGRAM

The resolution aligns with the City's existing commitment to vendor engagement, inclusive economic development, local capacity building, and equitable access to public contracting. Utilizing the County's SBE program—alongside the City's own vendor inclusion strategies—creates a more accessible, transparent, and competitive procurement environment for all businesses.

The City's intent to utilize Miami-Dade County's Certified Small Business Enterprise (SBE) Program is to encourage small business participation in City procurement and purchasing efforts.

The County's SBE Program is a long-established, standards-based certification initiative that identifies qualified small businesses for participation in public contracting. By leveraging this program, the City can:

- Expand access to a pre-vetted list of diverse, certified vendors;
- Eliminate redundancy in local certification processes;
- Strengthen outreach to underrepresented business communities; and
- Encourage competition and equity in the procurement process.

This initiative will further strengthen the existing strides the City is making in collaboration with City Commission in vendor engagement and inclusion effort. We are excited about the vendor engagement and education initiates in the upcoming months through our new Vendor Online Portal, Local Vendor Directory, NMB Loves Local, Amazon Local and Vendor Clinics and more!

<u>Implementation</u>
Pending Commission approval of the resolution, the Procurement Management Department will:

- Finalize protocols to integrate the County's certified vendor list into the City's outreach system;
- Update bid documents to recognize SBE certification from the County;
- Monitor participation rates and provide updates to the Commission as part of the City's ongoing vendor diversity reporting.

Utilizing the County's SBE program—alongside the City's own vendor inclusion strategies—creates a more accessible, transparent, and competitive procurement environment for all businesses.

RESOLUTION NO. R2025-108

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, EXPRESSING ITS INTENTION TO UTILIZE MIAMI-DADE COUNTY'S CERTIFIED SMALL BUSINESS ENTERPRISE (SBE) PROGRAM TO ENCOURAGE AND SOLICIT SMALL BUSINESS PARTICIPATION IN CITY PROCUREMENT; DIRECTING THE CITY'S PROCUREMENT MANAGEMENT DEPARTMENT TO COORDINATE SUCH EFFORTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of North Miami Beach ("City") supports initiatives that promote equitable access to government contracting opportunities for local and small businesses; and

WHEREAS, Miami-Dade County ("County") maintains a Certified Small Business Enterprise (SBE) Program that identifies and certifies eligible small businesses in throughout the County; and

WHEREAS, partnering with or utilizing the County's SBE certification program would allow the City to leverage an established and vetted system to expand outreach and opportunities for certified small businesses; and

WHEREAS, encouraging participation and certification of small businesses in North Miami Beach will help strengthen the local economy and promote inclusive economic development; and

WHEREAS, the City's Procurement Management Department plays a central role in overseeing the competitive purchasing and contracting process in accordance with applicable laws and policies;

WHEREAS, The City Commission hereby expresses its intent to recognize and utilize Miami-Dade County's Certified Small Business Enterprise (SBE) Program as a tool to encourage and increase small business participation in City procurement opportunities.

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 City Commission directs the City's Procurement Management Department to develop and implement procedures to incorporate the County's SBE certification list into outreach efforts, bid solicitations, and applicable procurement practices.

Section 3. The City Manager or designee and the Chief Procurement Officer are authorized to take all necessary actions to implement the provisions of this Resolution, including coordination with the County and relevant stakeholders.

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

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

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

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

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **15th** day of **July 2025.**

ATTEST:

ANDRISE BERNARD, MMC	MICHAEL JOSEPH
CITY CLERK	MAYOR

(CITY SEAL)

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

GREENSPOON MARDER, LLP.

By: _____
CITY ATTORNEYS

Sponsored by: Commissioner Lynn Su

Quasi-Judicial Legislation
10.1.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Zafar Ahmed, Community Development Director
VIA:	Andrew Plotkin, Interim City Manager
DATE:	July 15, 2025

RE: Resolution No. R2025-109 Approving the Vacation of Portions of a Public Right-of-Way (Zafar Ahmed, Community Development Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Resolution
- Exhibit A
- Application
- Letter of Intent
- Survey

- Plat
- Plat_2
- Plat_3
- Legal Description
- No Objection_Letter
- No Objection_Letter2
- No Objection_Letter3
- No Objection_Letter4
- No Objection_Letter5
- No Objection_Letter6
- No Objection_Letter7
- No Objection_Letter8
- No Objection_Letter9
- No Objection_Letter10
- No Objection_Letter11
- No Objection Letters_Updated

City of North Miami Beach

Community Development Department – Planning & Zoning Division
17050 NE 19th Avenue, 1st Floor
North Miami Beach, FL 33162
(305) 948-2966

City Commission Staff Report		
Meeting Date: 7/15/2025	**File No:** 25-03	**Application Name:** Arch Creek Vacation of Right of Way (ROW)

General Data

Applicant: Vanessa Madrid, Esq.
Property Owner: Arch Creek Equities LLC
Property Address: 2056 NE 140 St, 13965 NE 20 PL, Vacant Land (07-2221-002-0790), 13925 NE 20 PL, 13917 NE 20 PL, 13915 NE 20 PL, 13909 NE 20 PL, 2090 NE 139 ST, 13865 NE 20 PL, and 13833 NE 20 PL
Folio Number: Multiple Folio Numbers (refer to application)
Lot Size: ± 2.48 acres(10-parcel assemblage)
Finished Floor Elevation: 12.10' NAVD
FLUM: Arch Creek Mixed-Use Corridor (MU/C)
Zoning District: Arch Creek Mixed-Use Corridor District (MU/C)
Sub-District: Transition Sub-Area
Adjacent Zoning Districts:

- **North**: Arch Creek Mixed-Use Corridor District (MU/C)
- **South**: Arch Creek Mixed-Use Corridor District (MU/C)
- **East**: Planned Development District (PD-2) **City of North Miami*
- **West**: Planned Development District (PD-2) **City of North Miami*

Existing Right of Way Condition: unimproved 10 foot wide alley platted as part of the Arch Creek Highlands subdivision of 1925 according to the Public Record of Miami Dade County
Proposed Use of Vacated ROW: Combination with property owned by Arch Creek Equities, LLC to form park of the Arch Creek Multi-Family Development (file no. 25 -02)
Proposed Land Area of ROW Vacation: 6,659+/- square feet (0.153+/- acres)

The item before the Board:

The item before the Planning & Zoning Board is a request for vacation of right of way for portions an existing 10 foot wide unimproved alley originally platted as part of the Arch Creek highlands subdivision of 1925. The portions proposed for vacation are generally located coincident with the easterly line of lots 1, 2, 3, 4, 5, 6, 7, and 8 all in block 10 and coincident with the easterly line of lots 1, 2, 3, and 4, all in block 9 of the Arch Creek highlands subdivision.

Project Planner:	Project Review Dates:	Attachments
Daniel Lozandier Senior Planner Community Development Department	Planning & Zoning Board: June 9, 2025 City Commission Meeting: July 15, 2025	1. Draft Resolution 2. Staff Report 3. Presentation 4. Application 5. Letter of Intent 6. Survey 7. Plans 8. Traffic Impact Analysis

Recommended City Commission Motion:

Move to approval by the Mayor and City Commission of the Vacation of Right of Way request with all staff recommended conditions for portions of an originally dedicated public right-of-way consisting of a 10 foot wide unimproved alley, 0.153+/- acres, situated in the State of Florida, County of Miami-Dade, lying in section 21 township 52 south, range 42 east, being part of Arch Creek Highlands subdivision being further bounded and described in Exhibit "A", by finding that the request is consistent with the Comprehensive Plan and meets criteria set forth in Section 17-7 of the Code of Ordinances of the City of North Miami Beach.

Recommended Conditions:

1. Submittal of all "no objection" letters from all area utilities for the proposed vacation.

2. Site Plan approval is conditioned upon the recording of a certified copy of Resolution NO. R2025-XX of the vacation of right-of-way by the Clerk of the Circuit Court in the Public Record of Miami-Dade County.

3. A certified copy of this Resolution shall be sent by the City Clerk to the Clerk of the Circuit Court for recording in the Public Records of Miami-Dade County, Florida.

4. A certified copy of this Resolution shall be sent by the City Clerk to the Post Office Department of the United States of America, North Miami Beach Florida, directed to the Postmaster.

Background:

The intent of the vacation of right of way request is to create a unified development site via the vacation of the portions of the existing unimproved 10 foot wide alley that are coincident with the easterly line of lots 1, 2, 3, 4, 5, 6, 7, and 8 all in block 10 and coincident with the easterly line of lots 1, 2, 3, and 4, all in block 9 of the Arch Creek Highlands subdivision. These lots are all owned by Arch Creek Equities, LLC. This vacation of right of way request companion to the Arch Creek Multi-Family Development Site Plan and Variance request (file no. 25-03). The Arch Creek Multi-Family Development Site Plan and Variance request is dependent upon the approval of this vacation of right of way request. However, this application must be reviewed based on the criteria and requirements provided in Chapter XVII Streets and Sidewalks, Section 17-7 Abandonment and Vacation of Rights of Way and Easements, of the Code of Ordinances of the City of North Miami Beach.

The Arch Creek Highlands subdivision was platted upon land previously platted in 1911. The 1911 plat was recorded in Plat Book 2 Page 22 of the Public Records of (Miami-) Dade County as "Amended Plat of R. E. McDonald Sub-Division" (McDonald plat). The McDonald plat provided for 75 lots of various dimensions and several 20 foot wide roads (rights of way). The Arch Creek Highlands plat of 1925 was platted upon land that within the R. E. McDonald subdivision is platted as lots 21 and 28 inclusive of one east west running 20 foot wide right of way in the vicinity of current day NE 139th Street. The Arch Creek Highlands plat also included the western half (10 feet) of the north south right of way lying between lots 21 and 28 within the new plat and lots 22 and 27 west of the new plat. Thus the 1925 Arch Creek Highlands plat split this north south running 20 foot wide platted right of way down the middle.

In 2004 a plat for Biscayne Landing was recorded in Plat Book 161 Page 72 of the Public Record of Miami-Dade County. The Biscayne Landing subdivision now within the municipal boundaries of the City of North Miami. Vacated all lots and rights of way previously plated in the 1911 R.E. McDonald subdivision generally lying south of NE 151st Street and north of NE 137th Street inclusive lots 22 and 27 and the eastern half (10 feet wide) north south running right of way. The 2004 plat for Biscayne Landing thus reduced the originally platted, but never improved 1911 right of way to a maximum width of 10 feet which was remaining within the Arch Creek Highlands plat of 1925.

Technical Analysis:

Section 17-7 Abandonment and Vacation of Right of Ways and Easements

This ordinance contains the following application requirements in (D)(1) and (D)(2) are as summarized below:

(1) Pre-application meeting with Community Development Director or designee and Public Works Director or designee

The applicant fulfilled this application requirement.

(2) After the pre application meeting the applicant is required to file an application to the Community Development Department for Technical Review of Application for Development (TRAD) Committee including the following documentation:
   (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 and topographic survey showing the boundaries of the ROW and surrounding property
   (e). Prove of ownership by the applicant of the property which abuts the alley to be vacated and closed
   (f). "No objections" letter from all the utility services in the area
   (g). Existing utilities or improvements, if any, in the area involved
   (h). Letter of intent
   (i). A request petition signed by the owners of at least 75 percent of the properties abutting the portion of the right-of-way proposed to be vacated
   (j). The names and addresses of all owners of record of real property bounding and abutting the right-of-way or easement the applicant seeks to have abandoned and the same for all properties located within 500 feet in all directions from any point of the proposed vacation
   (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). Applicants proposed traffic and public service mitigation plan designed to offset any potential impacts which may be caused by the vacation.

The Community Development Department received an application package providing all applicable documentation as required. This complete application package was reviewed by the TRAD committee based on the following Review Standards summarized from Sec 17-7 (E)

(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:
   (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 or way
   (c). Does not negatively impact traffic conditions or access for public safety or the delivery of other municipal services
   (d). Does not affect any critical facilities or utilities located in the area
   (e). Request petition signed by the owners of at least 75 percent of the properties abutting the portion of right-of-way to be vacated (provided)

(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). Vacation will not compromise the delivery of emergency services
   (c). Vacation will not compromise pedestrian or vehicular safety
   (d). Vacation will not interfere with solid waste removal services
   (e). Vacation will not frustrate any comprehensive plan, transportation master plan, special purpose plan, or capital improvement program of the City
   (f). Vacation 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). Vacation 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

Note items (2)(h) and (2)(i) relate to the actions of the Planning and Zoning Board and City Commission. The TRAD committee is staff technical review only.

(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.

Within context of these review criteria, the TRAD Committee has found that the application for the proposed vacation of portions of the unimproved 10 foot wide platted alley does not contradict the public health, safety, welfare, or convenience finding no technical basis for denial of the request.

Furthermore, the TRAD Committee found that this vacation request does not interfere with any current plans or projects of the City of North Miami Beach. Additionally, the TRAD Committee has found that the proposed vacation of the unimproved 10 foot platted right-of-way application is generally supported by the following comprehensive plan policies.

Comprehensive Plan Consistency

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

Future Land Use Element

Policy 1.2.8 The City shall encourage development and redevelopment of appropriate scale and type in areas adjacent to established residential neighborhoods. Appropriate scale and type shall be determined by reviewing the compatibility of proposed development and redevelopment with the adjacent residential uses.

Transportation Element

Policy 1.2.8: The City will ensure that the design of new and redevelopment mixed-use projects are conducive to pedestrian, bicycle, and transit use. At a minimum, other new development and redevelopment projects will address development intensity and mix of land uses, building and parking lot orientation, bicycle storage, connectivity of pedestrian and bicycle infrastructure, and pedestrian amenities to enhance multimodal transportation alternatives.

Policy 1.5.4 The City will continue to implement improvements to the Greenway Corridor and existing bike path and construct additional linear paths to establish connectivity with various recreational areas within the City.

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

Public Hearing Notice Information

- ✓ Public Notice was posted on the property by **July 4, 2025,** at least 10 days prior to the meeting.
- ✓ Courtesy notices were mailed to property owners within a 500-foot radius **July 4, 2025**, at least 10 days before the meeting date.
- ✓ The agenda was posted to the City's website by **July 7, 2025** at least 7 days prior to the meeting date**.**
- ✓ Public Notice was posted in the main lobby at City Hall by **July 7, 2025** at least 7 days prior to the meeting date.
- ✓ The project was advertised in the newspaper on **July 3, 2025.**

RESOLUTION NO. R2025-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE VACATION OF PORTIONS OF AN ORIGINALLY DEDICATED PUBLIC RIGHT-OF-WAY CONSISTING OF A 10 FOOT WIDE UNIMPROVED ALLEY, 0.153+/- ACRES, SITUATED IN THE STATE OF FLORIDA, COUNTY OF MIAMI-DADE, LYING IN SECTION 21 TOWNSHIP 52 SOUTH, RANGE 42 EAST, BEING PART OF ARCH CREEK HIGHLANDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 3 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND BEING FURTHER BOUNDED AND DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN, PROVIDING FOR FINDINGS OF FACT; CONFIRMING EXPIRATION AND LIMITATION OF APPROVAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Vanessa Madrid, Esq. of Holland and Knight, on behalf of Arch Creek Equities LLC (the "Applicant"), requests the vacation of portions of a ten (10) foot wide unimproved originally dedicated public rights-of-way for an alley the westerly line of which is coincident with the easterly line of lots 1, 2, 3, 4, 5, 6, 7, and 8 all in block 10 and an alley the northwesterly line of which is coincident with the southeasterly line of lots 1, 2, 3, and 4 all in block 9 of Arch Creek Highlands, according to the plat thereof, as recorded in plat book 15, page 3 of the public records of Miami-Dade County, Florida, lying in section 21 township 52 south, range 42 east, City of North Miami Beach, Miami-Dade County, Florida; and

WHEREAS, the applicant has obtained No Objection Letters from the City of North Miami Beach Water and Sewer Department, AT&T, TECO Peoples Gas, and Comcast; and

WHEREAS, the City Administration has determined that this right-of-way no longer serves a public purpose and interest; and

WHEREAS, after a duly noticed public hearing held on **June 9, 2025**, the Planning and Zoning Board by a vote of **5 to 0**, recommended Approval of the Vacation of Right-Of-Way subject to the conditions set forth and included below in Section 2: and

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

WHEREAS, the Mayor and City Commission finds that no reason or cause has been shown as to why the vacation should not take place.

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

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

Section 2. Decision. Pursuant to Section 17-7 of the Streets and Sidewalk Chapter of the City Code of Ordinances, the following vacation of right of way, legally described in Exhibit "A," is hereby vacated, subject to the following condition:

1. Submittal of "no objection" letters from all area utilities for the proposed vacation.

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

> The vacation of right-of-way requested meets the applicable requirements provided for in Section 17-7 of the Code of Ordinances of the City of North Miami Beach. The requested vacation of right-of-way approval is not contrary to the public interest or detrimental to the community.

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

Section 5. Recording. A certified copy of this Resolution shall be sent by the City Clerk to the Clerk of the Circuit Court for recording in the Public Records of Miami-Dade County, Florida.

Section 6. Notification. A certified copy of this Resolution shall be mailed by the City Clerk to the Post Office Department of the United States of America, North Miami Beach, Florida, directed to the Postmaster.

Section 7. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

[SIGNATURE PAGE TO FOLLOW]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this ___ **day of _____, 2025**.

ATTEST:

_____
ANDRISE BERNARD, MMC
CITY CLERK

_____
MICHAEL JOSEPH, ESQ.
MAYOR

(CITY SEAL)

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

GREENSPOON MARDER, LLP

BY: _____
CITY ATTORNEYS

Sponsored By:

QUASI JUDICIAL:

COMMISSIONERS	YES	NO	ABSTAIN	ABSENT
Mayor Michael Joseph				
Vice Mayor Jay R. Chernoff				
Commissioner Phyllis Smith				
Commissioner Daniela Jean				
Commissioner McKenzie Fleurimond				
Commissioner Lynn Su				
Commissioner Fortuna Smukler				

Exhibit "A"

LEGAL DESCRIPTION

A PORTION OF THE 10 FOOT WIDE PUBLIC ALLEY, THE NORTHWESTERLY LINE OF WHICH IS COINCIDENT WITH THE SOUTHEASTERLY LINE OF LOTS 1, 2, 3, AND 4, ALL IN BLOCK 9, ARCH CREEK HIGHLANDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 3, OF THE PUBLIC RECORDS OF MIAMI–DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING BOUNDED TO THE NORTH BY THE EASTERLY PROLONGATION OF THE NORTH LINE OF SAID LOT 1; BOUNDED TO THE SOUTHEAST BY THE SOUTHEASTERLY LINE OF SAID 10 FOOT WIDE PUBLIC ALLEY; BOUNDED TO THE SOUTHWEST BY A LINE PERPENDICULAR TO SOUTHEASTERLY LINE OF SAID LOT 4, BLOCK 9, AND PASSING THROUGH THE SOUTHEAST CORNER OF SAID LOT 4, BLOCK 9; AND BEING BOUNDED TO THE NORTHWEST BY THE SOUTHEASTERLY LINE OF SAID LOTS 1 THROUGH 4 INCLUSIVE.

SAID PORTION OF ALLEY CONTAINS 2,359 SQUARE FEET OR 0.054 ACRES, MORE OR LESS.

TOGETHER WITH:

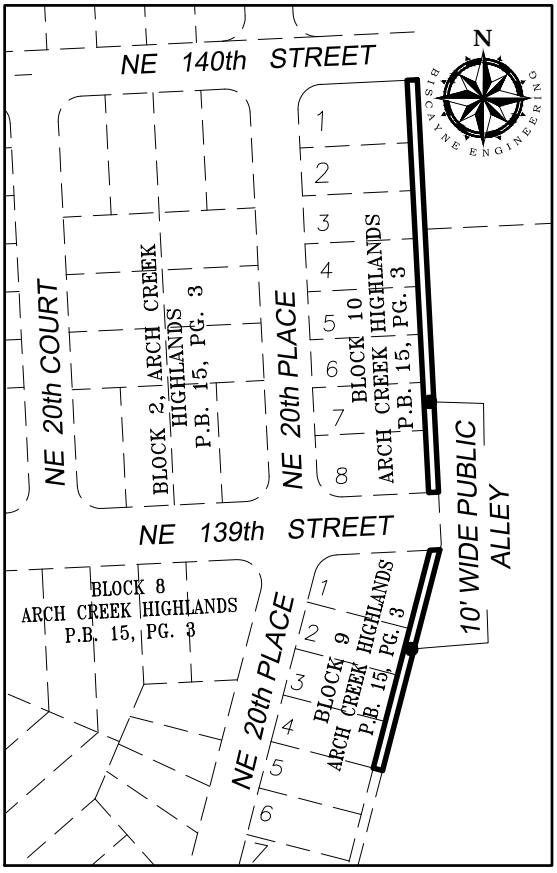
A PORTION OF THE 10 FOOT WIDE PUBLIC ALLEY, THE WESTERLY LINE OF WHICH IS COINCIDENT WITH THE EASTERLY LINE OF LOTS 1, 2, 3, 4, 5, 6, 7, AND 8, ALL IN BLOCK 10, ARCH CREEK HIGHLANDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 3, OF THE PUBLIC RECORDS OF MIAMI–DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING BOUNDED TO THE NORTH BY THE EASTERLY PROLONGATION OF THE NORTH LINE OF SAID LOT 1; BOUNDED TO THE EAST BY THE EASTERLY LINE OF SAID 10 FOOT WIDE PUBLIC ALLEY; BOUNDED TO THE SOUTH BY THE EASTERLY PROLONGATION OF THE SOUTH LINE OF SAID LOT 8; AND BEING BOUNDED TO THE WEST BY THE EASTERLY LINE OF SAID LOTS 1 THROUGH 8 INCLUSIVE.

SAID PORTION OF ALLY CONTAINS 4,300 SQUARE FEET OR 0.099 ACRES, MORE OR LESS.

ALL OF THE FORGOING CONTAINING AN AGGREGATE AREA OF 6,659 SQUARE FEET (0.153 ACRES) MORE OR LESS.

EXHIBIT "A"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LOCATION MAP, SCALE: 1":200'
SEC. 21, TWP. 52 S, RNG 42 E,
MIAMI-DADE COUNTY, FLORIDA

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J-17-062, F.A.C. THIS ITEM HAS BEEN DIGITALLY SIGNED. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

SURVEYOR'S NOTES:

- THIS IS NOT A SURVEY.
- THIS SKETCH AND LEGAL DESCRIPTION IS VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.
- LEGAL DESCRIPTION DETERMINED BY INSTRUCTIONS FROM CLIENT AND IS COMPRISED BY TWO PARCELS THAT FORM SEPARATE AREAS WITH NO GORES, GAPS, HIATUSES OR OVERLAPS.
- REFERENCE: BEC DRAWING NO DC-6331, DATED: 05/05/22, ORDER NO. 03-87346, PROJECT: "ARCH CREEK EQUITIES DEVELOPMENT"
- THIS SITE LIES IN SECTION 21-52-42.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND COMPLIES WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J-17-062, F.A.C.

THIS IS NOT A SURVEY.

BISCAYNE ENGINEERING COMPANY, INC.
529 WEST FLAGLER STREET, MIAMI, FL. 33130
(305)-324-7671
STATE OF FLORIDA DEPARTMENT OF AGRICULTURE
LB-0000129

DATE: 05-27-2025

_____

WOLFGANG S. HUECK, PSM, FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER NO. 6519
STATE OF FLORIDA

DATE: May 27, 2025 - 2:40pm EST FILE: C:\Users\whueck\AppData\Local\Temp\AcPublish_204468\87346 SKETCH AND LEGAL 10' ALLEY BLOCKS 9 and 10.DWG

DRAWING No. 2645-SS-06	FIELD BOOK: N/A	NOT A SURVEY
PROJECT: 10' ALLEY IN BLOCKS 9 AND 10, P.B. 15, PG. 3		

DATE:	REV DATE:	BEC ORDER #	SHEET	DRAWN BY	CLIENT
05-27-25		03-87346	1 OF 4	W.H.	NAI MIAMI

BISCAYNE ENGINEERING
SURVEYORS ENGINEERS PLANNERS • SINCE 1898 •
529 W. FLAGLER ST, MIAMI, FL 33130 TEL. (305) 324-7671
449 NW 35TH ST, BOCA RATON, FL 33431 TEL. (561) 609-2329
E-MAIL: INFO@BISCAYNEENGINEERING.COM • WEBSITE: WW.BISCAYNEENGINEERING.COM

EXHIBIT "A"
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DRAWING No. 2645-SS-06	FIELD BOOK: N/A	NOT A SURVEY
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05-27-25		03-87346	2 OF 4	W.H.	NAI MIAMI

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EXHIBIT "A"

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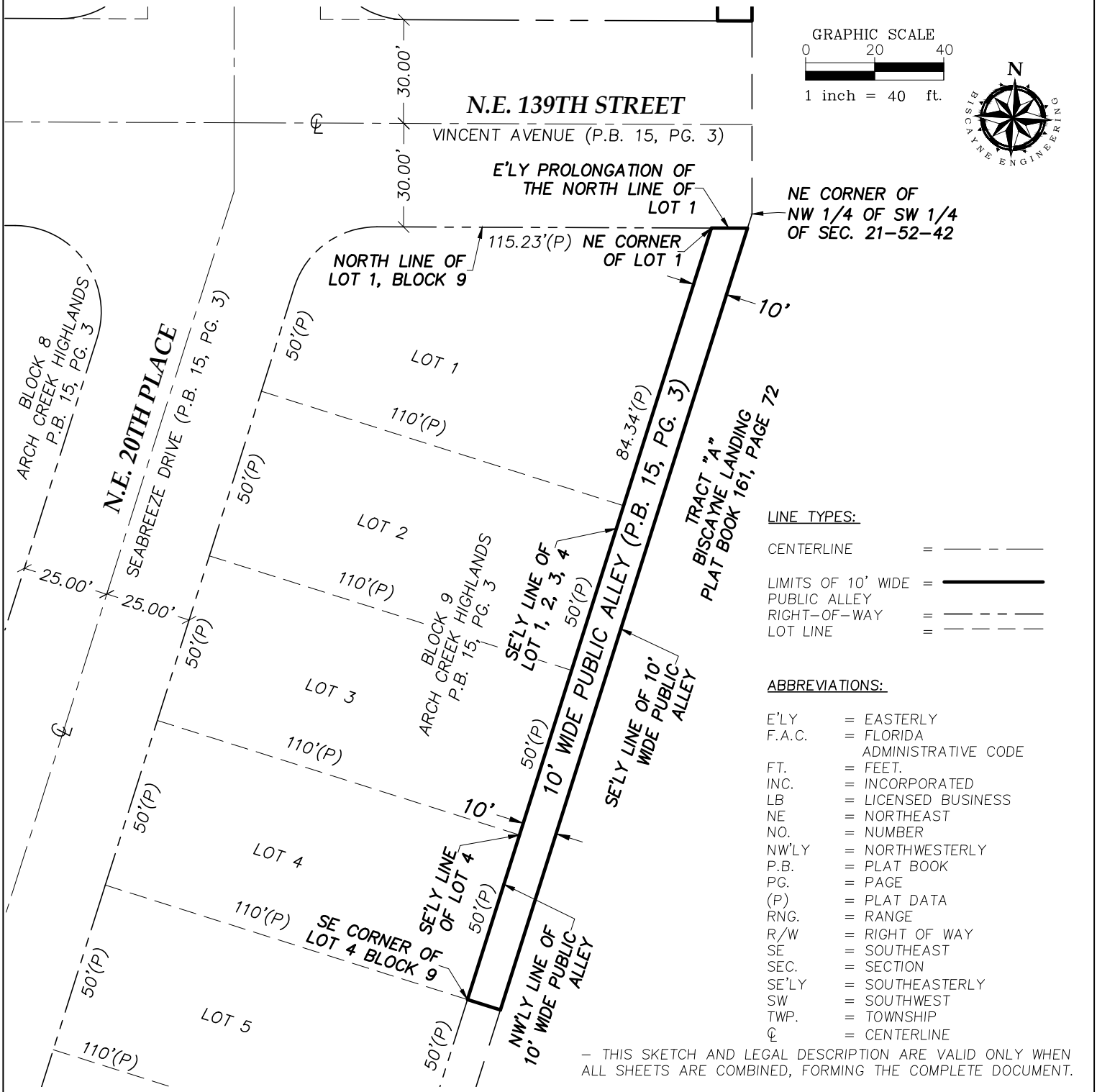

LINE TYPES:

CENTERLINE	= ——— - ———
LIMITS OF 10' WIDE PUBLIC ALLEY	= ———
RIGHT-OF-WAY	= ——— - - ———
LOT LINE	= ——— — ———

ABBREVIATIONS:

E'LY	= EASTERLY
F.A.C.	= FLORIDA ADMINISTRATIVE CODE
FT.	= FEET.
INC.	= INCORPORATED
LB	= LICENSED BUSINESS
NE	= NORTHEAST
NO.	= NUMBER
NW'LY	= NORTHWESTERLY
P.B.	= PLAT BOOK
PG.	= PAGE
(P)	= PLAT DATA
RNG.	= RANGE
R/W	= RIGHT OF WAY
SE	= SOUTHEAST
SEC.	= SECTION
SE'LY	= SOUTHEASTERLY
SW	= SOUTHWEST
TWP.	= TOWNSHIP
℄	= CENTERLINE

– THIS SKETCH AND LEGAL DESCRIPTION ARE VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.

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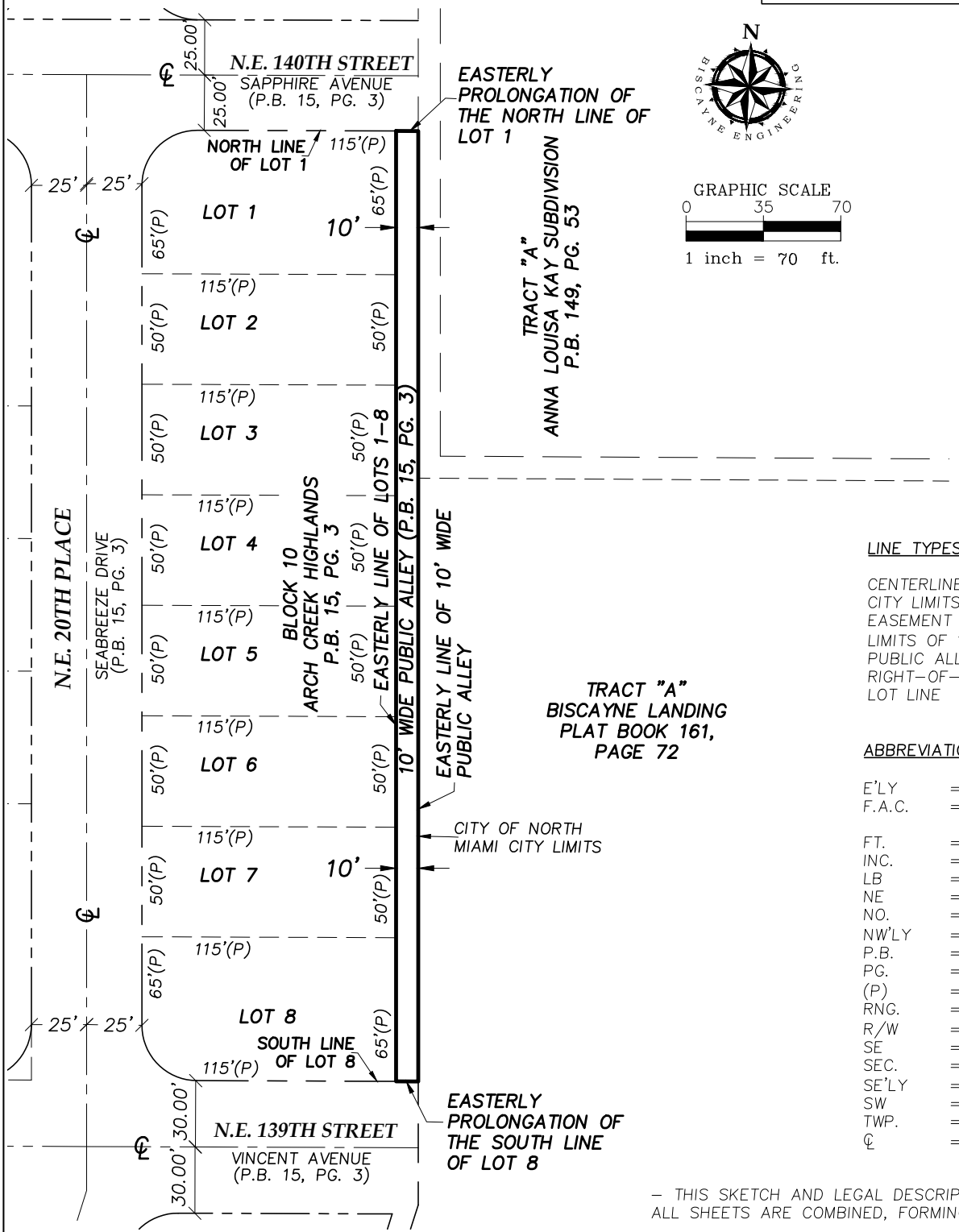
EXHIBIT "A"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LINE TYPES:

CENTERLINE	=
CITY LIMITS	=
EASEMENT	=
LIMITS OF 10' WIDE PUBLIC ALLEY	=
RIGHT-OF-WAY	=
LOT LINE	=

ABBREVIATIONS:

E'LY	= EASTERLY
F.A.C.	= FLORIDA ADMINISTRATIVE CODE
FT.	= FEET.
INC.	= INCORPORATED
LB	= LICENSED BUSINESS
NE	= NORTHEAST
NO.	= NUMBER
NW'LY	= NORTHWESTERLY
P.B.	= PLAT BOOK
PG.	= PAGE
(P)	= PLAT DATA
RNG.	= RANGE
R/W	= RIGHT OF WAY
SE	= SOUTHEAST
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SE'LY	= SOUTHEASTERLY
SW	= SOUTHWEST
TWP.	= TOWNSHIP
℄	= CENTERLINE

– THIS SKETCH AND LEGAL DESCRIPTION ARE VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.

DATE: May 27, 2025 – 2:40pm EST FILE: C:\Users\whueck\AppData\Local\Temp\AcPublish_204468\87346 SKETCH AND LEGAL 10' ALLEY BLOCKS 9 and 10.DWG

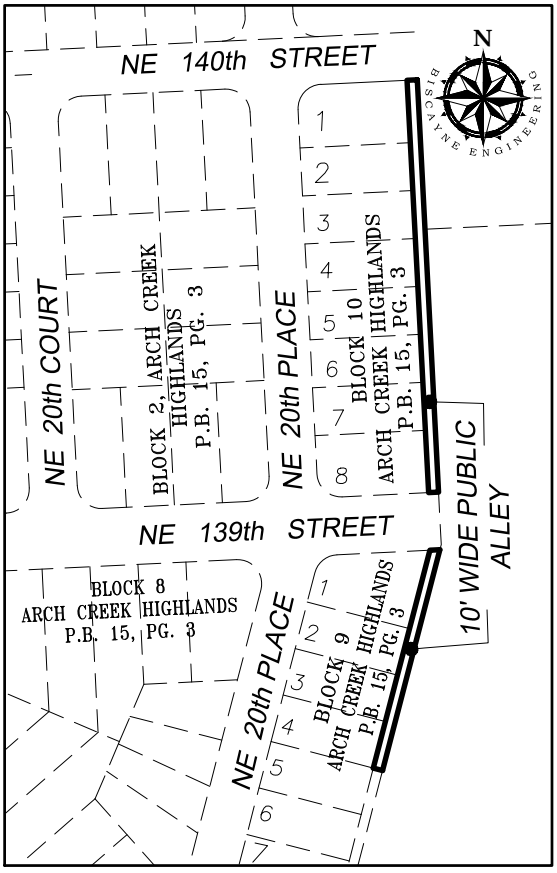
DRAWING No. 2645-SS-06	FIELD BOOK: N/A	NOT A SURVEY

PROJECT: 10' ALLEY IN BLOCKS 9 AND 10, P.B. 15, PG. 3

DATE:	REV DATE:	BEC ORDER #	SHEET	DRAWN BY	CLIENT
05-27-25		03-87346	4 OF 4	W.H.	NAI MIAMI

BISCAYNE ENGINEERING
SURVEYORS ENGINEERS PLANNERS • SINCE 1898 •
529 W. FLAGLER ST, MIAMI, FL 33130 TEL. (305) 324-7671
449 NW 35TH ST, BOCA RATON, FL 33431 TEL. (561) 609-2329
E-MAIL: INFO@BISCAYNEENGINEERING.COM • WEBSITE: WW.BISCAYNEENGINEERING.COM

EXHIBIT "A"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LOCATION MAP, SCALE: 1":200'
SEC. 21, TWP. 52 S, RNG 42 E,
MIAMI-DADE COUNTY, FLORIDA

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J-17-062, F.A.C. THIS ITEM HAS BEEN DIGITALLY SIGNED. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

SURVEYOR'S NOTES:

- THIS IS NOT A SURVEY.
- THIS SKETCH AND LEGAL DESCRIPTION IS VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.
- LEGAL DESCRIPTION DETERMINED BY INSTRUCTIONS FROM CLIENT AND IS COMPRISED BY TWO PARCELS THAT FORM SEPARATE AREAS WITH NO GORES, GAPS, HIATUSES OR OVERLAPS.
- REFERENCE: BEC DRAWING NO DC-6331, DATED: 05/05/22, ORDER NO. 03-87346, PROJECT: "ARCH CREEK EQUITIES DEVELOPMENT"
- THIS SITE LIES IN SECTION 21-52-42.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND COMPLIES WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J-17-062, F.A.C.

THIS IS NOT A SURVEY.

BISCAYNE ENGINEERING COMPANY, INC.
529 WEST FLAGLER STREET, MIAMI, FL. 33130
(305)-324-7671
STATE OF FLORIDA DEPARTMENT OF AGRICULTURE
LB-0000129

DATE: 05-27-2025

_____

WOLFGANG S. HUECK, PSM, FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER NO. 6519
STATE OF FLORIDA

DATE: May 27, 2025 - 2:40pm EST FILE: C:\Users\whueck\AppData\Local\Temp\AcPublish_204468\87346 SKETCH AND LEGAL 10' ALLEY BLOCKS 9 and 10.DWG

DRAWING No. 2645-SS-06	FIELD BOOK: N/A	NOT A SURVEY
PROJECT: 10' ALLEY IN BLOCKS 9 AND 10, P.B. 15, PG. 3		

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05-27-25		03-87346	1 OF 4	W.H.	NAI MIAMI

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EXHIBIT "A"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LEGAL DESCRIPTION:

A PORTION OF THE 10 FOOT WIDE PUBLIC ALLEY, THE NORTHWESTERLY LINE OF WHICH IS COINCIDENT WITH THE SOUTHEASTERLY LINE OF LOTS 1, 2, 3, AND 4, ALL IN BLOCK 9, ARCH CREEK HIGHLANDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 3, OF THE PUBLIC RECORDS OF MIAMI–DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING BOUNDED TO THE NORTH BY THE EASTERLY PROLONGATION OF THE NORTH LINE OF SAID LOT 1; BOUNDED TO THE SOUTHEAST BY THE SOUTHEASTERLY LINE OF SAID 10 FOOT WIDE PUBLIC ALLEY; BOUNDED TO THE SOUTHWEST BY A LINE PERPENDICULAR TO SOUTHEASTERLY LINE OF SAID LOT 4, BLOCK 9, AND PASSING THROUGH THE SOUTHEAST CORNER OF SAID LOT 4, BLOCK 9; AND BEING BOUNDED TO THE NORTHWEST BY THE SOUTHEASTERLY LINE OF SAID LOTS 1 THROUGH 4 INCLUSIVE.

SAID PORTION OF ALLEY CONTAINS 2,359 SQUARE FEET OR 0.054 ACRES, MORE OR LESS.

TOGETHER WITH:

A PORTION OF THE 10 FOOT WIDE PUBLIC ALLEY, THE WESTERLY LINE OF WHICH IS COINCIDENT WITH THE EASTERLY LINE OF LOTS 1, 2, 3, 4, 5, 6, 7, AND 8, ALL IN BLOCK 10, ARCH CREEK HIGHLANDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 3, OF THE PUBLIC RECORDS OF MIAMI–DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING BOUNDED TO THE NORTH BY THE EASTERLY PROLONGATION OF THE NORTH LINE OF SAID LOT 1; BOUNDED TO THE EAST BY THE EASTERLY LINE OF SAID 10 FOOT WIDE PUBLIC ALLEY; BOUNDED TO THE SOUTH BY THE EASTERLY PROLONGATION OF THE SOUTH LINE OF SAID LOT 8; AND BEING BOUNDED TO THE WEST BY THE EASTERLY LINE OF SAID LOTS 1 THROUGH 8 INCLUSIVE.

SAID PORTION OF ALLY CONTAINS 4,300 SQUARE FEET OR 0.099 ACRES, MORE OR LESS.

ALL OF THE FORGOING CONTAINING AN AGGREGATE AREA OF 6,659 SQUARE FEET (0.153 ACRES) MORE OR LESS.

DATE: May 27, 2025 – 2:40pm EST FILE: C:\Users\whueck\AppData\Local\Temp\AcPublish_204468\87346 SKETCH AND LEGAL 10' ALLEY BLOCKS 9 and 10.DWG

DRAWING No. 2645-SS-06	FIELD BOOK: N/A	NOT A SURVEY
PROJECT: 10' ALLEY IN BLOCKS 9 AND 10, P.B. 15, PG. 3		

DATE:	REV DATE:	BEC ORDER #	SHEET	DRAWN BY	CLIENT
05-27-25		03-87346	2 OF 4	W.H.	NAI MIAMI

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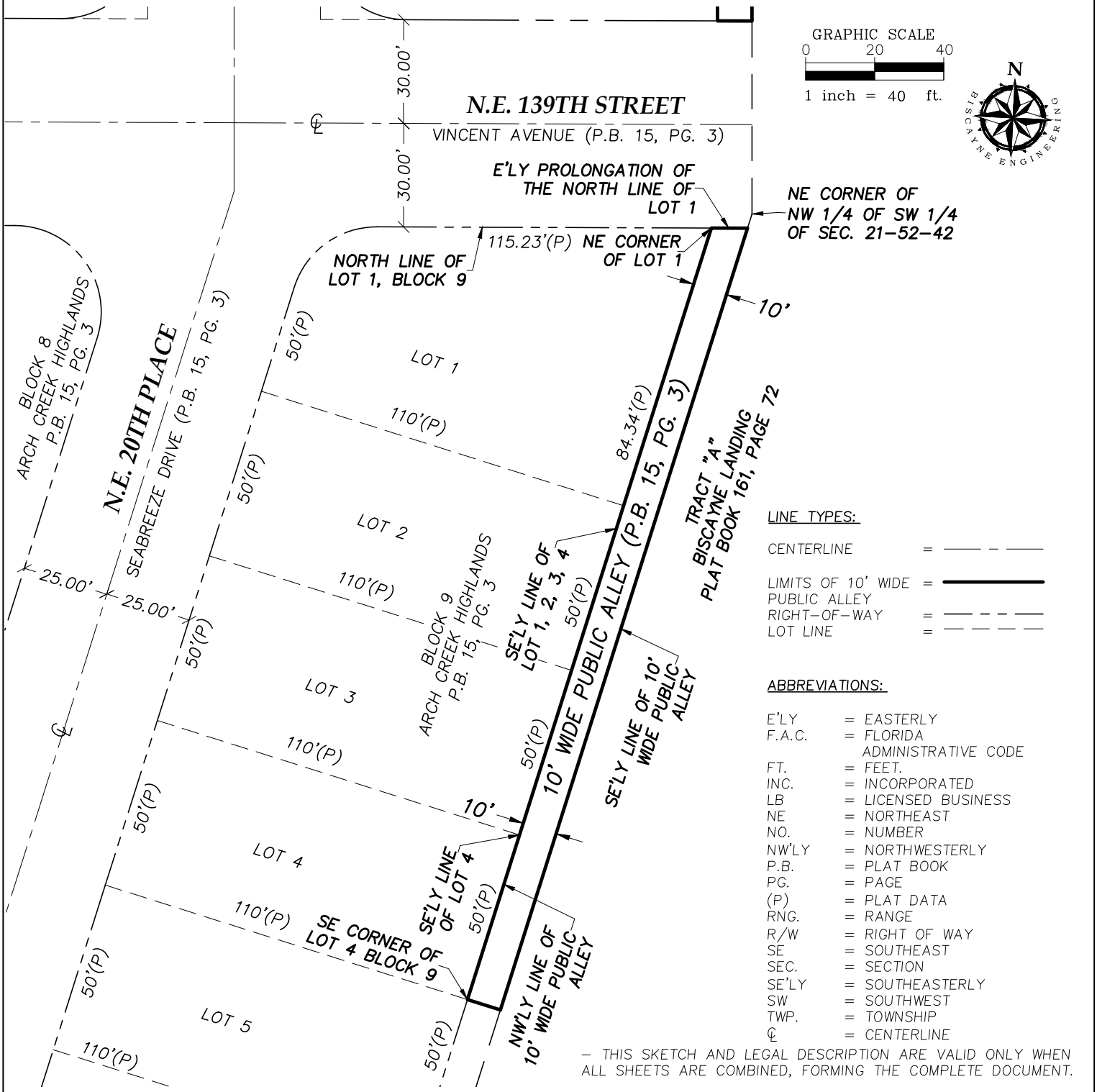

LINE TYPES:

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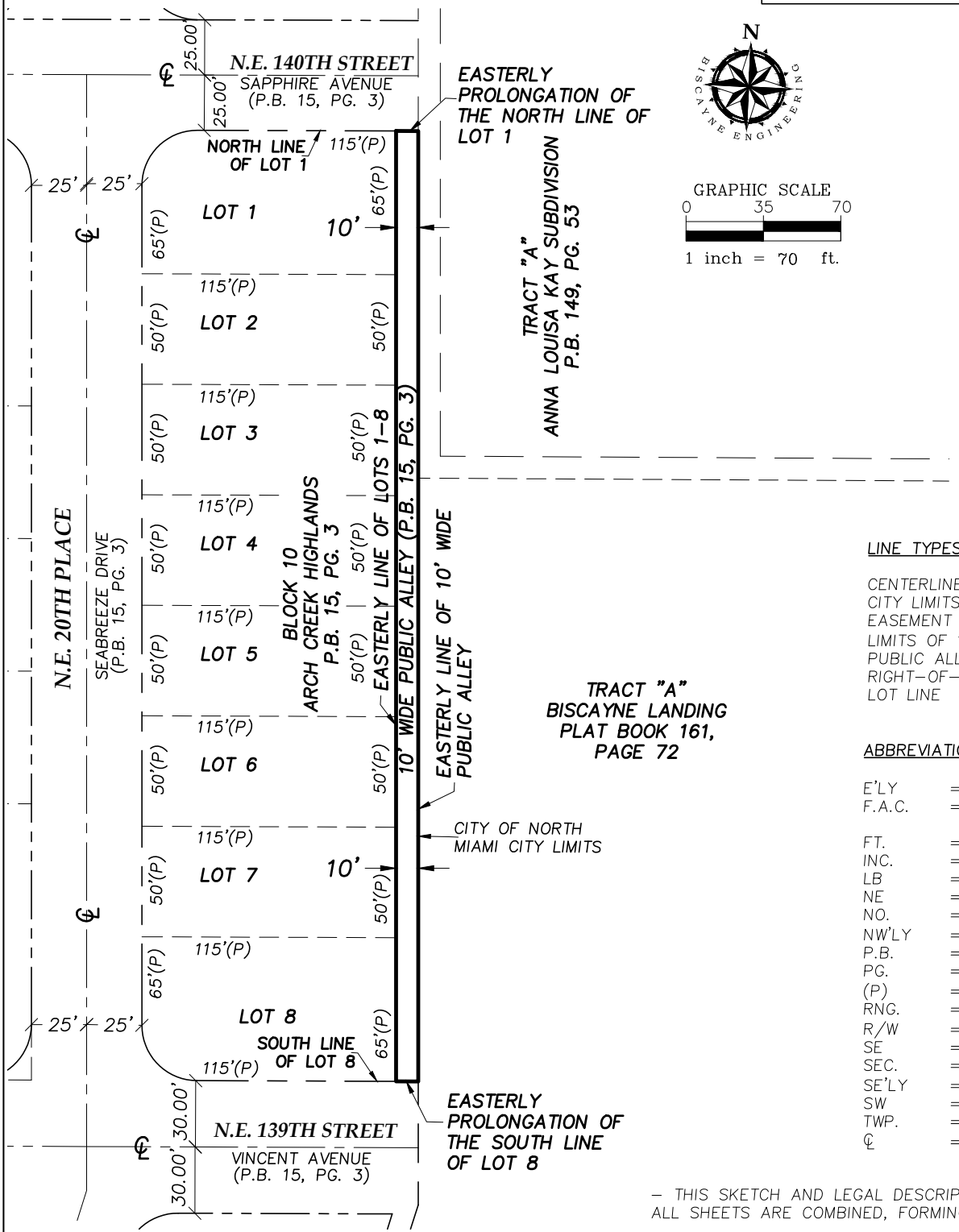

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City of North Miami Beach, Florida

Planning and Zoning Application

17050 NE 19th Ave. North Miami Beach, FL 33162 Tel: 305. 948.2966 nmbcomdev@citynmb.com

General information

Project Name: Arch Creek Assemblage Submission Date_____, 20___

Street Address(es) of the Property: Vacation of the rear 10-foot Alley, east of NE 20th Place

Proposed Use: Multi-family Residential

Project Planner(s): _____ (Leave blank for City Staff)

Application request

The undersigned Applicant(s)/Agent(s)/Property Owner(s) request City of North Miami Beach consideration and review of the following application(s). Please check all that apply.

- [X] Abandonment and Vacations of Right of Way, Alleys, or Easements
- [ ] Annexation
- [ ] Comprehensive Plan Map Amendment - Small Scale
- [ ] Comprehensive Plan Map Amendment - Large Scale
- [ ] Comprehensive Plan Text Amendment
- [ ] Conditional Use
- [ ] Conditional Use – Special Limited
- [ ] Development Agreement
- [ ] Development of Regional Impact
- [ ] Development of Regional Impact - Notice of Proposed Change
- [ ] Planned Unit Development
- [ ] Plat/Replat
- [ ] Site Plan
- [ ] Variance
- [ ] Zoning Code Map Amendment
- [ ] Zoning Code Text Amendment
- [ ] Other: _____

Project information

Street Address(es) of the Property: Vacation of the rear 10-foot Alley, east of NE 20th Place

Property Folio Number(s): N/A

Property Owner Name(s): Arch Creek Equities LLC

Property Owner(s) Mailing Address(es): 12864 Biscayne Blvd., Suite 184, Miami, FL 33181

Telephone: Business (718) 564-3320 Fax _____

Other _____ Email danmckenna123@gmail.com

Applicant(s)/Agent(s): Arch Creek Equities LLC C/o - Vanessa Madrid, Attorney for the Applicant

Applicant(s)/Agent(s) Mailing Address: Holland and Knight LLP - 701 Brickell Avenue, Suite 3300, Miami, FL 33131

Telephone: Business 305-789-7453 Fax _____

Other _____ Email vanessa.madrid@hklaw.com

Proposed site data and land use(s) information

Please complete and/or respond to all requested information. If "Not Applicable," please note NA.

Current Comprehensive Plan Land Use designation(s): Mixed Use Corridor (MU/C)

Current Zoning District designation(s): Arch Creek Mixed Use Corridor (MU/C)

Proposed Comprehensive Plan Land Use designation(s) (if applicable): N/A

Proposed Zoning District designations(s) (if applicable): N/A

Supporting information

- ☐ Aerial.
- ☐ Affidavit providing for property owner's authorization to process application.
- ☐ Annexation supporting materials.
- ☐ Application fees.
- ☐ Application representation and contact information.
- ☐ Appraisal.
- ☐ Architectural/building elevations (color).
- ☐ Architectural/building elevations architectural elements (color).
- ☐ Building floor plans and roof plan.
- ☐ Comprehensive Plan analysis.
- ☐ Comprehensive Plan text amendment justification.
- ☐ Concurrency Service Demand Analysis (prepared by applicant, separate document).
- ☐ Concurrency: Letter of Water & Sewer Availability from City or County.
- ☐ Department of Transportation Driveway Connection Permit
- ☐ Drainage Plan.
- ☐ Elevations.
- ☐ Encroachments plan.
- ☐ Environmental assessment.
- ☐ Landscape plan.
- ☐ Land use map (subject property outlined).
- ☐ Lighting plan.

- ☐ Liquor survey (for only review of location of lounge, bar, or package liquor store).
- ☐ Proof of City Lobbyist Registration.
- ☐ Massing model and/or 3D computer model.
- ☐ Ordinances, resolutions, covenants, development agreements, etc. previously granted for the property.
- ☐ Parking study.
- ☐ Photographs (color) of property, adjacent uses and/or streetscape.
- ☐ Plat.
- ☐ Property owners list, including a typewritten list and 2 sets of self-adhesive labels of all properties within 500 feet.
- ☐ Property survey and legal description.
- ☐ Public Realm Improvements Plan for mixed use projects.
- ☐ Public school preliminary concurrency analysis (residential land use/zoning applications only).
- ☐ Sign master plan (colored).
- ☐ Site plan and supporting information.
- ☐ Statement of use and/or cover letter.
- ☐ Streetscape master plan.
- ☐ Text amendment justification.
- ☐ Traffic accumulation assessment.
- ☐ Traffic impact statement.
- ☐ Traffic impact study.
- ☐ Traffic stacking analysis.
- ☐ Utilities consent.
- ☐ Utilities location plan.
- ☐ Vegetation survey.
- ☐ Warranty Deed.
- ☐ Zoning Code text amendment justification.
- ☐ Zoning Map (with subject property outlined)
- ☐ Other:_____

Applicant/agent/property owner affirmation and consent

(I) (We) affirm and certify to all of the following:

1. Submission of the following:
   a. Warranty deed/tax record as proof of ownership for all properties considered as a part of the application request; or
   b. Authorized as the applicant(s)/agent(s) identified herein to file this application and act on behalf of all current property owner(s) and modify any valid City of North Miami Beach entitlements in effect during the entire review process.
2. This application, application supporting materials and all future supporting materials complies with all provisions and regulations of the Zoning Code, Comprehensive Land Use Plan and Code of Ordinances of the City of North Miami Beach unless identified and approved as a part of this application request and/or other previously approved applications.

3. That all the answers to the questions in this application, and all data and other supplementary matter attached to and made a part of the application are honest and true to the best of my knowledge and belief.
4. Understand this application must be complete and accurate before a hearing can be advertised. In the event that I or anyone appearing on my behalf is found to have made a material misrepresentation, either oral or written, regarding this application (I)(We) understand that any City review shall be voidable at the option of the City of North Miami Beach.
5. Understand the failure to provide the information necessary pursuant to the established time frames included but not limited to application submittal, submission of revised documents, etc. for review by City Staff and the designated reviewing entity may cause application to be deferred without further review until such time the requested information is submitted.
6. Understand that the application, all attachments, correspondence and fees become a part of the official records of the City of North Miami Beach and are not returnable.
7. Understand that under Florida Law, all the information submitted as part of the application are public records.
8. All representatives of the application have registered with and completed the required lobbyist forms from the City of North Miami Beach City Clerk's Office.
9. The application before the Board or City Council 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.
10. Additional costs in addition to the application fees may be assessed associated with the review of applications by the City. These are costs that may be incurred by the applicant due to consultant fees paid by City to review the application. The types of reviews that could be conducted may include but are not limited to the following: concurrency review; property appraisals; traffic impact analyses; vegetation/environmental assessments; archeological/historic assessments; market studies; engineering studies or reports; and legal fees. Such fees will be assessed upon finalization of the City application review. Understand that if payment is not received the prior to Final Pubic Hearing Review, the Application shall be postponed by the City until such time all fees are paid.

(See next page(s) for signature information)
(Please complete all below sections and indicate "Not Applicable (N/A)" as appropriate).

Property owner(s) signature(s):	**Property owner(s) print name:** Arch Creek Equities, LLC
Property owner(s) signature(s):	**Property owner(s) print name:** DANIEL MCKENNA
Address(es): 12864 Biscayne Blvd. #184, Miami, FL 33181	

Telephone: (718) 564-3320	Fax:	Email: danmckenna123@gmail.com

NOTARIZATION

STATE OF FLORIDA/COUNTY OF
The foregoing instrument was acknowledged before me this 7 day of February 2025 by

(Signature of Notary Public - State of Florida)

CRISTINA PANVINI
Notary Public - State of Florida
Commission # HH 142793
My Comm. Expires Jun 15, 2025
Bonded through National Notary Assn.

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

☐ Personally Known OR ☑ Produced Identification; Type of Identification Produced FL Driver License

Contract Purchaser(s) Signature: N/A	Contract Purchaser(s) Print Name: N/A
Contract Purchaser(s) Signature:	Contract Purchaser(s) Print Name:
Address(es): N/A	

Telephone:	Fax:	Email:

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Applicant(s)/Agent(s) Signature(s):	Applicant(s)/Agent(s) Print Name:
	Arch Creek Equities LLC

Address(es): 12864 Biscayne Blvd. #184, Miami, FL 33181

Telephone: (718) 564-3320	Fax:	Email: danmckenna123@gmail.com

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Applicant(s)/Agent(s) Signature(s):	Applicant(s)/Agent(s) Print Name:
	Arch Creek Equities

Address(es): Vanessa Madrid, Attorney for the Applicant
Holland & Knight LLP, 701 Brickell Avenue, Suite 3300, Miami, FL 33131

Telephone: 305-789-7453	Fax:	Email: vanessa.madrid@hklaw.com

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Commission = HH 142793
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(Print, Type or Stamp Commissioned Name of Notary Public)
☐ Personally Known OR ☐ Produced Identification; Type of Identification Produced FL Driver License

NOTARIZATION

STATE OF FLORIDA/COUNTY OF
The foregoing instrument was acknowledged before me this _____ day of _____ 20__ by

_____
(Signature of Notary Public - State of Florida)

(Print, Type or Stamp Commissioned Name of Notary Public)
☐ Personally Known OR ☐ Produced Identification; Type of Identification Produced _____

Applicant(s)/Agent(s) Signature(s):	Applicant(s)/Agent(s) Print Name:
VMadrid	Vanessa Madrid, Esq.

Address(es): 701 Brickell Avenue, Suite #3300
Miami, Florida 33131

Telephone: 305-789-7453	Fax:	Email: vanessa.madrid@hklaw.com

NOTARIZATION

STATE OF FLORIDA/COUNTY OF
The foregoing instrument was acknowledged before me this 11th day of FEB. 2025 by
Pamela Thomas
(Signature of Notary Public - State of Florida)

PAMELA L. THOMAS
MY COMMISSION # HH 198705
EXPIRES: December 17, 2025
Bonded Thru Notary Public Underwriters

(Print, Type or Stamp Commissioned Name of Notary Public)
☒ Personally Known OR ☐ Produced Identification; Type of Identification Produced _____

City of North Miami Beach, Florida

Community Development Department / Planning and Zoning Division

COST RECOVERY AFFIDAVIT

Received _____

Project # _____

I hereby acknowledge and agree to pay all applicable fees incurred as part of the application process for Project # ____. These fees include, but are not limited to: application fees, postage, advertising, city attorney fees, planning consultant fees, and any other costs incurred by the City of North Miami Beach for the review of this Community Development application. Payment shall be made regardless of the outcome of the application and public hearing process, pursuant to **Section 24-170** of the Zoning and Land Development Code (ZLDC). Further I understand and acknowledge that failure to remit payment for incurred costs constitutes a violation of the zoning and land development code and fines may be levied to secure compliance.

Date: _____

Applicant/Agent Name: Arch Creek Equities LLC

Applicant/Agent Mailing Address: 12864 Biscayne Blvd., Suite 184, Miami, FL 33181

Applicant/Agent Email Address: danmckenna123@gmail.com

Applicant/Agent Telephone Number: 718-564-3320

Affidavit: To be executed by the Owner or authorized representative

If ownership is a corporation, Articles of Incorporation (full document filed with the Secretary of State) and a Board Resolution authorizing an individual or agent to sign on its behalf must be included. If ownership is an LLC (or similar), Articles of Organization (full document filed with the Secretary of State) and legal documentation authorizing an individual or agent to sign on its behalf must be included.

State of FLORIDA

County of Miami Dade

DANIEL MCKENNA. being firstly duly sworn, deposes and says that: He/She is the ☒ Owner ☐ Partner ☐ Officer ☐ Agent of Arch Creek Equities LLC and that in the capacity indicated above, he/she is authorized to approve cost recovery for the purpose of this application with the City of North Miami Beach.

Sworn and subscribed before me this 7 day of February, 20 25

Affiant Signature: _____

Print Name and Title: DANIEL MCKENNA OWNER.

Notary Public, State of Florida: _____ My Commission Expires: June 15, 2025

CRISTINA PANVINI
Notary Public - State of Florida
Commission # HH 142793
My Comm. Expires Jun 15, 2025
Bonded through National Notary Assn.

Developmental Review Process, Submission Requirements & Public Hearing Process Guide

Public Hearing Steps	Deadline and Submittal Date
Pre-application Conference	Please call the department to schedule a Pre-application meeting. Tel: (305) 948-2966
Submittal for TRAD Meeting (See TRAD Submission and Meeting Date Scheduled on Planning & Zoning Webpage) Submission Fees: _____	Must include the following items: • Proof of **City Lobbyist Registration** from the City Clerk. • **Fees.** Check payable to the City of North Miami Beach. • **Fifteen (15) sets of 11x17 Development Plans** with **Survey** and **Existing Plat** of the property binded together. • **Fifteen (15) sets** of the **letter of intent** for the project. • **Fifteen (15) sets** of the completed **application**. • **Fifteen (15) sets** of the **Concurrency Service Demand Analysis Form & Letter of Water & Sewer Availability** from City or County. • **One (1) DVD/USB** of the entire application, plans, studies, etc. • **Miami-Dade County Fire Department site plan review comments.** • Any other documents, plans, studies identified from the Pre-Application Meeting.
TRAD Meeting Date	See TRAD submission, resubmission deadlines and TRAD meeting schedule on the P&Z Division webpage.
Continuing Application Meeting	Meeting is **encouraged** in order to verify with applicant that all comments and issues are addressed **before** continuing to the TRAD final sign off review.
Final TRAD Sign-Off Review	Provide updated electronic files with written responses for the TRAD committee to review and provide a final sign off. (*applicant should not submit hardcopies until the project planner provides the final sign-off review approval to move forward OR request additional comments that may require further plan revisions*). • **TRAD Comment Response Letter** (Must respond to each TRAD Comment) • **Revised, Site Development Plan package, (all sheets including survey, plat, etc.) electronic download link on WeTransfer.com AND 1 (24x36) set.** • **Photometric 3D Renderings (as outlined in checklist)** • **All other revised documents, plans, studies, etc. based off of the TRAD Review Comments.**
Re-submittal for P&Z Board (See P&Z Board Submission deadlines and Meeting Schedule on the P&Z Webpage)	• **Fees.** Check for remaining fees identified on the project invoice such as cost recovery, advertising, and any additional application requests. • **Fifteen (15) sets** of the completed **application**. • **Fifteen (15) sets** of **11x17 Development Plans** with **Survey** and **Existing Plat** of the property binded together.

Outstanding Fees: _____	• Fifteen (15) sets of **floor plans** and **elevations** with façade renderings • **Fifteen (15)** sets of the **letter of intent** (LOI) for the project. • **Fifteen (15)** sets of the architectural design statement for the project. • **Three (3) sets** of **gummed mailing labels.** • **One (1) CD/DVD/USB** of the entire application, plans, studies, etc.
P&Z Board Meeting Date	(see P&Z Schedule on P&Z Division webpage) A check for the remaining fees identified on the project invoice such as cost recovery, advertising, and any additional application requests are due.
City Commission Meeting	(See City Commission Schedule on P&Z Division webpage) A check for the remaining fees identified on the project invoice such as cost recovery, advertising, and any additional application requests are due.
After City Commission	Prior to the issuance of the approved site development plans and Resolution/Ordinance, a check for the remaining fees identified on the project invoice such as cost recovery, advertising, and any additional application requests are due.

Minimum Site Plan Requirements Checklist

DESIGN NARRATIVE

1. Provide a narrative of design that discusses the architectural and urban design concept and their relationship to the surrounding neighborhood and context within the City of North Miami Beach.

PLAT

2. Provide copy of existing or proposed plat for the subject property.

SURVEY

1. Signed, sealed and dated within the last year.
2. Abstracted for right of way and easements.
3. Full Legal Description.

SITE PLAN

1. Title Block including project name and design professional's address and phone number
2. Scale (must be engineer's scale)
3. North indicator
4. Location map showing relationship to major arterials
5. Drawing and revision dates, as applicable
6. Full legal description
7. Site Plan Data Table
   - ☐ Current use of property and intensity
   - ☐ Land Use designation
   - ☐ Zoning designation
   - ☐ Water/wastewater service provider
   - ☐ Site area (sq. ft., net and gross acres)
   - ☐ Building footprint coverage
   - ☐ Residential development: number of dwelling units, type, floor area(s), bedroom mix, site density (gross and net)
   - ☐ Non-residential development: uses, gross floor area
   - ☐ Parking data: parking required (#), parking provided (#), loading zones, ADA spaces
   - ☐ Building height (expressed in feet above grade)
   - ☐ Structure length
   - ☐ Number of stories
   - ☐ Setback table (required vs. provided)
   - ☐ Vehicular use area (in sq.ft. & % of site)
   - ☐ Open space (in sq. ft. & % of site)
   - ☐ Landscape area (in sq. ft. & % of site)
8. Site Plan Features (graphically indicated)

☐ Municipal boundaries (as applicable)
☐ Zoning designation of adjacent properties with current use listed
☐ Adjacent rights-of-way to opposite property lines (indicate all nearby curb cuts)
☐ Waterway width, if applicable
☐ Outline of adjacent buildings (indicate height in stories and approximate feet)
☐ Property lines (dimensioned)
☐ Building outlines of all proposed structures (dimensioned)
☐ Ground floor plan
☐ Dimension of grade at crown of road, at curb, sidewalk, building entrance, and finished floor elevation
☐ Dimension for all site plan features (ie., sidewalks, building lengths and widths, balconies, parking spaces, street widths, etc.)
☐ Mechanical equipment dimensioned from property lines
☐ Setbacks and building separations (dimensioned)
☐ Driveways, parking areas, pavement markings (including parking spaces delineated and dimensioned as well as handicapped spaces as applicable)
☐ On-site light fixtures
☐ Proposed ROW improvements (i.e. bus stops, curbs, tree plantings, etc.)
☐ Pedestrian walkways (including public sidewalks and on-site pedestrian paths)
☐ Project signage, location, shape and size
☐ Traffic control signage
☐ Catch basins or other drainage control devices
☐ Fire hydrants (including on-site and adjacent hydrants, show distances to structures)
☐ Fire Rescue Vehicle turning radii
☐ Easements (as applicable)
☐ Indication of any site or building design methods used to conserve energy and/or water.
☐ Indication of any site or building design methods used to incorporate the principles of Crime Prevention Through Environmental Design (CPTED)
☐ Location and method of screening of refuse stations, storage areas and off-street loading areas. (See city staff for dumpster diagram)
☐ Method maintaining any common or joint use area

SITE DETAILS

1. Provide details of the following:
   ☐ Ground floor elevation
   ☐ Storefronts, awnings, entryway features, doors, windows
   ☐ Fence/wall (measured from the finished grade of the abutting property or crown of adjacent street)
   ☐ Dumpster
   ☐ Light fixtures
   ☐ Balconies, railings
   ☐ Trash receptacles, benches, other street furniture
   ☐ Pavers, concrete, hardscape ground cover material

REGULATING PLANS

1. Provide site overlay on each of the regulating plans as required within the district.

FLOOR PLANS

1. Delineate and dimension, indicating use of spaces
2. Show property lines and setbacks on all plans
3. Typical floor plan for multi-level structure
4. Floor plan for every level of parking garage
5. Roof plan

3D MASSING AND SUN SHADOW STUDY

1. Provide graphics illustrating in 3D sun shadows at various times throughout the year.

BUILDING ELEVATIONS

1. All building facades with directional labels (ie. North, South) and building names if more than one building
2. Dimensions, including height and width of all structures
3. Dimensions of setbacks and required stepbacks from property lines
4. Dimension grade at crown of road, at curb, sidewalk, building entrance, and finished floor
5. Indicate architectural elements, materials and colors
6. Include proposed signage (will require separate building permit)

LANDSCAPE PLAN
(see Mixed-Use ordinances for additional landscaping requirements)

1. Site Plan information (in tabular form on plans)

2. Title block including project name and design professional's address and phone number **(Must be signed and sealed by a registered Landscape Architect)**
3. Scale (must be engineer's scale)
4. North indicator
5. Drawing and revision dates, as applicable
6. Landscape Plan Features (graphically indicated)
   - ☐ Property lines
   - ☐ Easements (as applicable)
   - ☐ Landscape areas with dimensions
   - ☐ All Existing trees and palms, must be adequate to calculate their species names and sizes, number, and canopy (indicate whether they are to remain, be relocated, or removed)
   - ☐ Names and locations for all proposed trees, shrubs and groundcover, with quantities noted at each location
   - ☐ Plant list (note species, sizes, quantities and any appropriate specifications)
   - ☐ Site elements (buildings, parking areas, sidewalks, signs, fire hydrants, light fixtures, drainage structures, curbing, all utilities both above and below ground, sight vision triangles)
   - ☐ Grading (swales, retention areas, berms, etc.)
   - ☐ Show any required berms along right of way
   - ☐ Dimensions of area of ground floor storefronts (overall and transparent glazing) to determine compliance for minimum percentages.
   - ☐ Dimensions of area of ground floor window fenestration to determine compliance for minimum percentages.

PHOTOMETRIC 3D RENDERINGS

1. Provide minimum of (3) 3D renderings of the property indicating the following:
2. Ground level view from the primary frontage
3. Aerial view that best illustrates the general massing and character
4. Open space /outdoor amenity view that best illustrates the character of the open spaces/amenities provided for the project.

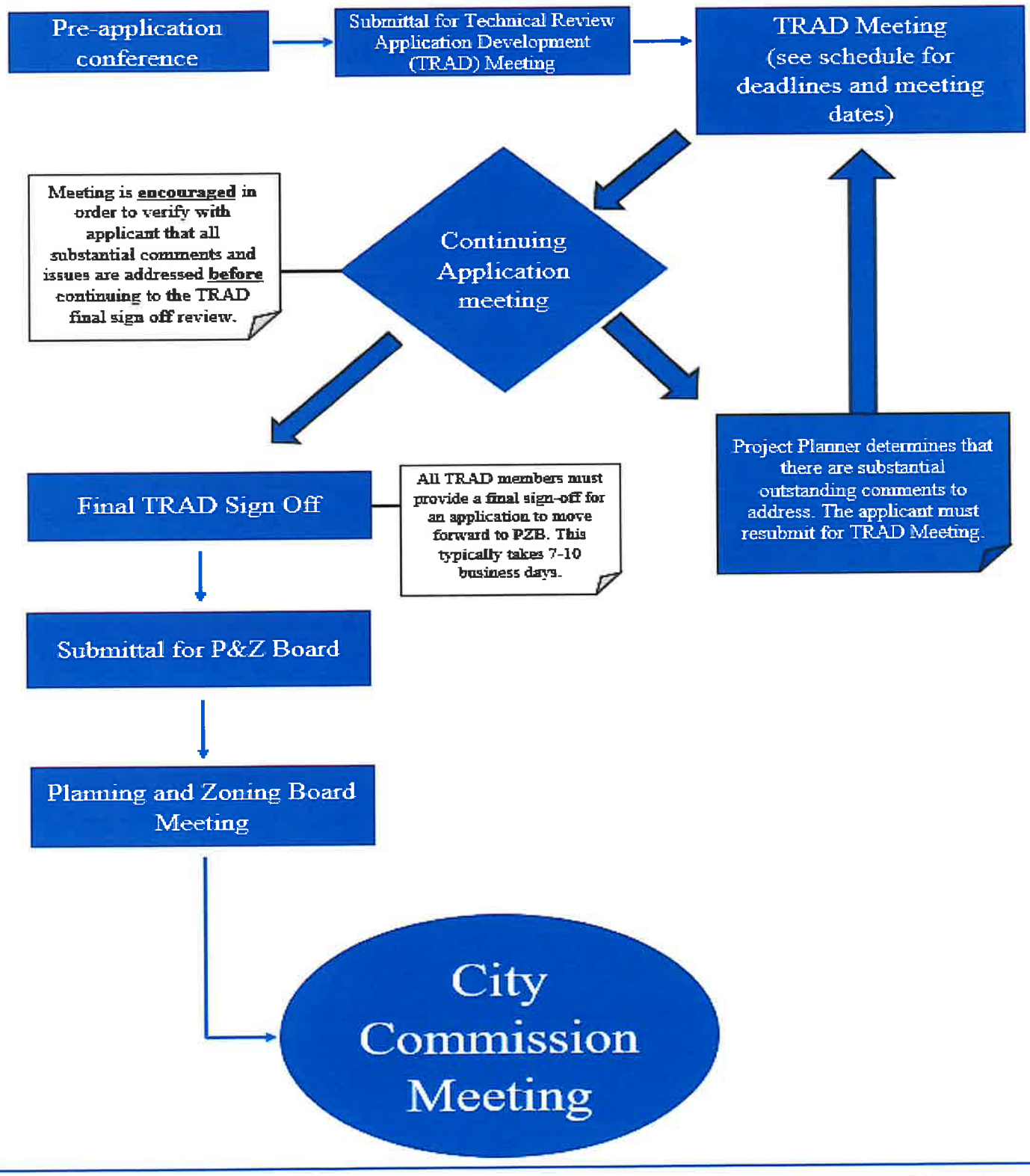
PHOTOMETRIC PLAN

1. Foot-candle readings must extend to all property lines.
2. Note on plan stating that proposed lighting will be designed and installed so as to reflect the light away and prevent any glare or excessive light on any adjacent property.

SCHEMATIC ENGINEERING PLAN

1. Signed and Sealed by a Registered Engineer.
2. Proposed or existing utility easements and fire hydrants and distance to structures.
3. Location and method of stormwater retention or detention.
4. Schematic Engineering Plan Details:
   - ☐ Outline of plan to provide water, sewer, roads, and drainage for the project.
   - ☐ Utility Pipe Sizes (lengths, material and preliminary locations)
   - ☐ Roadway cross-section (width, depth of base and subgrade)
   - ☐ Typical sections across property lines
   - ☐ Offiste utility and roadway public infrastructure necessary to serve the site
   - ☐ Illustrate how first one (1) inch of rainfall will be retained onsite

City of North Miami Beach Development Review Process



Holland & Knight

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Vanessa Madrid, Esq.
+1 305.789.7453
vanessa.madrid@hklaw.com

ELECTRONIC DELIVERY

Mr. Zafar Ahmed
Community Development Director
City of North Miami Beach
17050 N.E. 19th Ave
North Miami Beach, FL 33162-3100

RE: Arch Creek Equities LLC / Ten (10) Parcels South of NE 140th Street/ Terrace Letter of Intent for Alley Vacation

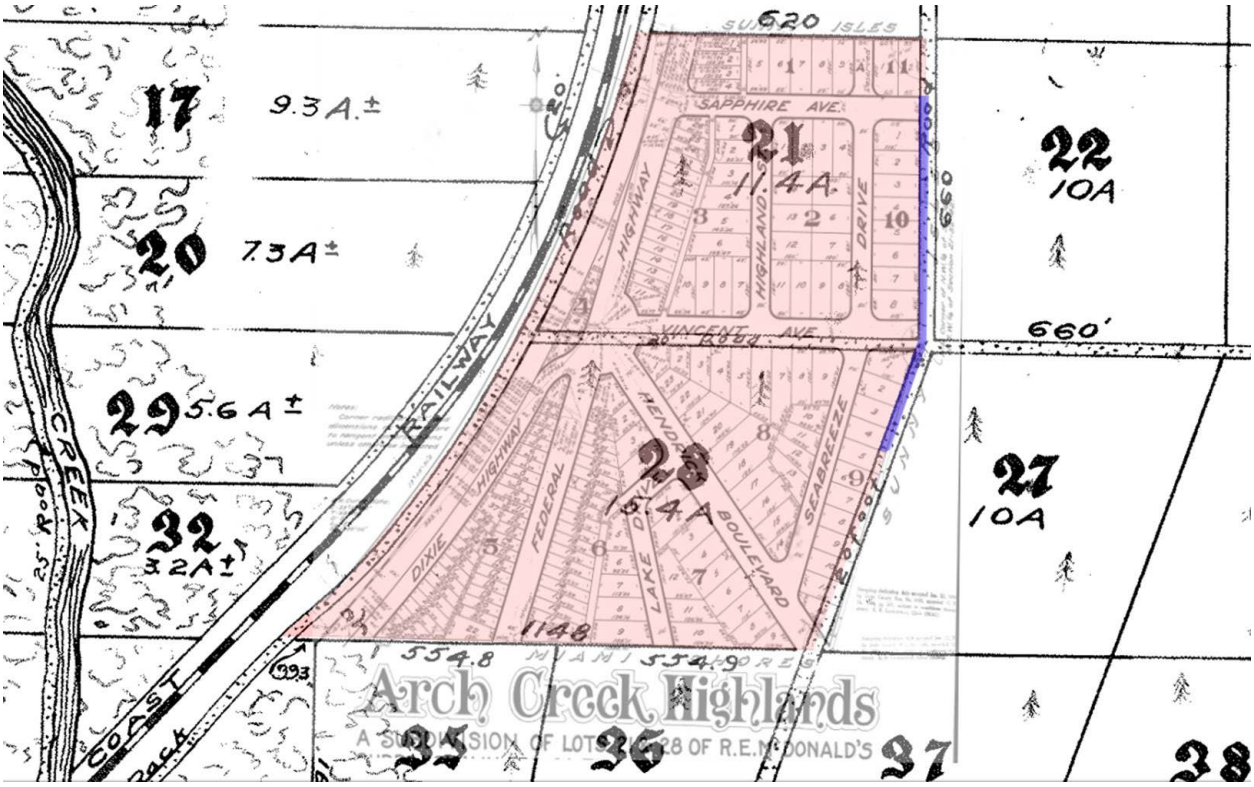
Dear Mr. Ahmed:

This shall constitute our Letter of Intent on behalf of Arch Creek Equities LLC (the "Applicant") in support of its request for the vacation of an alley pursuant to the City of North Miami Beach Code of Ordinances. The Applicant understands that there is "zoning in progress" for Ordinance No. 2024-16—passed at First Reading on December 17, 2024, and pending final approval at Second Reading in 2025. Below is an analysis based on the criteria proposed therein.

A. The Alley

The alley runs along the eastern property line of the (10) parcel assemblage (the "Alley"), which is located east of NE 20th Place from NE 140th Street to the south of NE 139th Street in the City of North Miami Beach (the "City"), and as further identified by Miami-Dade County Appraiser Folio Nos. 07-2221-002-0770, 07-2221-002-0780, 07-2221-002-0790, 07-2221-002-0800, 07-2221-002-0801, 07-2221-002-0810, 07-2221-002-0820, 07-2221-002-0690, 07-2221-002-0700, and 07-2221-002-0701 (the "Property"). The Property is anticipated to be developed with a 10-story multi-family development consisting of approximately 293 units with an attached parking garage, pool deck, and other related amenities, referred to as the "Arch Creek Project" (hereinafter the "Project"). A corresponding application for the approval of variances and administrative waivers has been submitted and is being processed simultaneously.

This Alley is part of the west portion of a 20-foot alley/road, a remnant from the 1911 MacDonald plat (Book 2, Page 22), which was later modified by the 1925 Arch Creek Highlands Plat as recorded in Plat Book 15, Page 3. An overlay is provided below for reference:



This segment has never functioned as an actual alley and holds no public utility. In fact, a building constructed in 1922 occupies a portion of the space and several single-family homes utilize it as personal backyards. Moreover, the Alley is owned and maintained by the applicant, who also pays taxes for the area, as evidenced by the Property Appraiser's parcel boundaries. The eastern half of the Alley, within the jurisdiction of North Miami, was successfully abandoned and vacated in 2004 under the Biscayne Landing Plat (PB 161, PG 72), therefore this Application is intended to clean up the public records by vacating the remaining half.

The proposed abandonment and vacation of the Alley will allow for its integration as part of the state-of-the-art residential Project—which will transform the underutilized area into a modern residential community, enhancing the overall urban landscape. There will be no detrimental impact caused by its closure, as the Alley is not currently functioning for public access. Instead, the Project will provide significant benefits, including the development of a brand-new residential community with enhanced pedestrian connectivity, improved safety, and increased property values. This Project will contribute positively to the neighborhood by offering modern living spaces and fostering a more connected and vibrant community.

B. Abandonment Review Standards

The proposed alley vacation request meets the Abandonment Review Standards set forth in Subsection (E) of the Proposed Ordinance No. 2024-16 as follows:

(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; and**
    - The Alley has historically never been used for public access, indicating it is not serving any intended public purpose.
- **(b) No comprehensive plan, transportation masterplan, or capital improvement program anticipates the use of the right of way that is being considered for vacation;**
    - There are no current or future plans in the comprehensive plan, transportation masterplan, or capital improvement program that include the use of this Alley. The request is consistent with the Street Network Connectivity Regulating Plan, as shown below, which does not contemplate any new or existing streets or access on the rear of the Property.

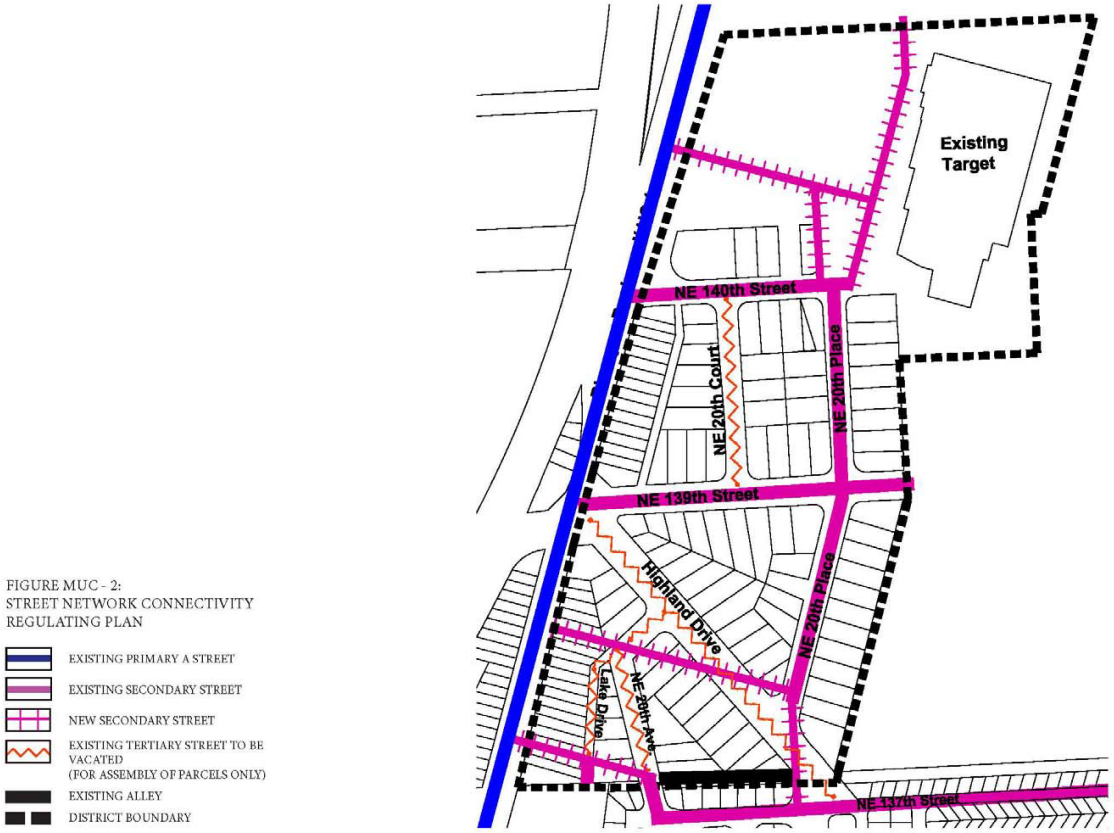


FIGURE MUC - 2:
STREET NETWORK CONNECTIVITY REGULATING PLAN

- **(c) Does not negatively impact the traffic conditions in the area;**
    - The Alley's closure will not impact traffic conditions as it is not currently used for vehicular or pedestrian traffic.
- **(d) Does not affect any critical facilities or utilities located in the area;**
    - There are no critical facilities or utilities located within the Alley that would be affected by its vacation.

(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;**
    - The area will be integrated into a state-of-the-art vertical residential Project, providing modern living spaces and enhanced pedestrian connectivity.
- **(b) The vacation or abandonment will not compromise the delivery of emergency services;**
    - Emergency services will not be compromised as the Alley is not currently used for such purposes.
- **(c) The vacation or abandonment will not compromise pedestrian or vehicular safety;**
    - As stated previously, the Alley is currently not utilized as a functioning Alley. Accordingly, pedestrian and vehicular safety will be maintained and enhanced through the development of the Project.
- **(d) The vacation or abandonment will not interfere with solid waste removal services;**
    - Solid waste removal services will not be affected as the Alley is not used for this purpose.
- **(e) The vacation or abandonment will not frustrate any comprehensive plan, transportation master plan, special purpose plan, or capital improvement program of the City;**
    - The Project aligns with the City's plans and does not interfere with any ongoing or future planning efforts.
- **(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; and**
    - The Project will not interfere with any current planning efforts. As previously discussed under abandonment Review Standard (E)(1)(b), the alley is not contemplated in the Street Network Connectivity Regulating Plan.
- **(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.**
    - The Project contemplates the development of a new residential community, which will promote development, remove blighting influences, and improve the City's long-term fiscal position by increasing property values and enhancing the urban landscape.

(3) The proposed vacation or abandonment will be accomplished in accordance with all applicable standards of local, state, and federal authorities.

- The Project will comply with all relevant standards and regulations at the local, state, and federal levels.

(4) The proposed vacation or abandonment will promote development or redevelopment that will maintain or enhance the character of the surrounding area.

- The new residential Project will enhance the character of the surrounding area by providing modern living spaces and improved pedestrian connectivity.

(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.

- The Project is expected to have a positive fiscal impact by increasing property values and contributing to the city's tax base.

As such, the vacation of the Alley will enable the Applicant to develop a quality residential project that aligns with the City's Comprehensive Plan and Zoning and Land Development Regulations, streamlining property management and enhancing the overall development of the area without adversely impacting the Property or other property owners in the vicinity.

Based on the foregoing, we ask for your favorable review of this Application and request your recommendation of approval. Thank you in advance for your consideration of this matter. If you have any questions or require additional information, please contact me directly.

Very truly yours,

HOLLAND & KNIGHT LLP

Vanessa Madrid, Esq.

Enclosures
cc: Mr. Joseph Goldstein, Esq.
Ms. Erica Adams, Esq.
Ms. Mercy Arce, Land Use Planner

BOUNDARY & TOPOGRAPHIC SURVEY / TENTATIVE PLAT OF

ARCH CREEK EQUITIES DEVELOPMENT

A REPLAT OF ALL OF BLOCK 10 TOGETHER WITH THE 10 FOOT WIDE PUBLIC ALLEY LYING ADJACENT THERETO AND LOTS 1 THROUGH 4 OF BLOCK 9 TOGETHER WITH THE 10 FOOT WIDE PUBLIC ALLEY LYING ADJACENT THERETO OF ARCH CREEK HIGHLANDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 3 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
LYING IN SECTION 21, TOWNSHIP 52 SOUTH, RANGE 42 EAST CITY OF NORTH MIAMI BEACH, MIAMI-DADE COUNTY, FLORIDA

COVER SHEET / NOTES

LEGAL DESCRIPTION:

LOT 1 AND NORTHERLY 30 FEET OF LOT 2, BLOCK 9, ARCH CREEK HIGHLANDS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, AT PAGE 3, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
ALSO DESCRIBED AS:

LOT 1 AND LOT 2, LESS PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, AND RUNNING NORTHEASTERLY ALONG THE FRONT LOT LINE A DISTANCE OF 20 FEET, THENCE RUNNING SOUTHEASTERLY AND PARALLEL WITH THE SOUTH LOT LINE A DISTANCE OF 110 FEET TO THE REAR LOT LINE, THENCE RUNNING SOUTHWESTERLY ALONG REAR LOT LINE, PARALLEL WITH THE FRONT LOT LINE A DISTANCE OF 20 FEET TO THE SOUTHWEST CORNER AT THE POINT OF BEGINNING, IN BLOCK 9 OF ARCH CREEK HIGHLANDS, ACCORDING THE PLAT THEREOF, RECORDED IN PLAT BOOK 15, PAGE 3, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LOT 3 AND THE SOUTHERLY 20 FEET OF LOT 2, BLOCK 9, ARCH CREEK HIGHLANDS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, AT PAGE 3, OF THE PUBLIC RECORD OF MIAMI DADE COUNTY, FLORIDA. LOT 4, BLOCK 9, ARCH CREEK HIGHLANDS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, AT PAGE 3, OF THE PUBLIC RECORD OF MIAMI-DADE COUNTY, FLORIDA. LOTS 1, 2, 3, 4, 5, 6, 7 AND 8, BLOCK 10, ARCH CREEK HIGHLANDS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, AT PAGE 3, OF THE PUBLIC RECORD OF MIAMI DADE COUNTY, FLORIDA.

TOGETHER WITH

THAT PORTION OF A 10 FOOT WIDE PUBLIC ALLEY ADJACENT TO BLOCK 10, ARCH CREEK HIGHLANDS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, AT PAGE 3, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS: BEING BOUNDED ON THE NORTH BY THE EASTERLY PROLONGATION THE THE NORTH LINE OF LOT 1, BLOCK 10 OF SAID PLAT BOOK 15, AT PAGE 3; BOUNDED ON THE WEST BY THE EAST LINE OF BLOCK 10 OF SAID PLAT BOOK 15, AT PAGE 3, SAID LINE BEING ALSO THE WEST LINE OF SAID 10 FOOT WIDE PUBLIC ALLY; BOUNDED ON THE SOUTH BY THE EASTERLY PROLONGATION OF THE SOUTH LINE OF LOT 8, BLOCK 10 OF SAID PLAT BOOK 15, AT PAGE 3; AND BOUNDED ON THE EAST BY A LINE 10 FEET EAST OF AND PARALLEL TO THE EAST LINE OF BLOCK 10 OF SAID PLAT BOOK 15, AT PAGE 3, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID 10 FOOT WIDE PUBLIC ALLEY.

TOGETHER WITH

THAT PORTION OF A 10 FOOT WIDE PUBLIC ALLEY ADJACENT TO BLOCK 9, ARCH CREEK HIGHLANDS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, AT PAGE 3, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS: BEING BOUNDED ON THE NORTH BY THE EASTERLY PROLONGATION OF THE NORTH LINE OF LOT 1, BLOCK 9 OF SAID PLAT BOOK 15, PAGE AT PAGE 3; BOUNDED ON THE WEST BY THE EASTERLY LINE OF BLOCK 9 OF SAID PLAT BOOK 15, AT PAGE 3, SAID LINE BEING ALSO THE WESTERLY LINE OF SAID 10 FOOT WIDE PUBLIC ALLEY; BOUNDED ON THE SOUTH BY THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 4, BLOCK 9 OF SAID PLAT BOOK 15, AT PAGE 3; AND BOUNDED ON THE EAST BY A LINE 10 FEET EASTERLY OF AND PARALLEL TO THE THE EASTERLY LINE OF BLOCK 9 OF SAID PLAT BOOK 15, AT PAGE 3, SAID LINE BEING ALSO THE EASTERLY LINE OF SAID 10 FOOT WIDE PUBLIC ALLEY.

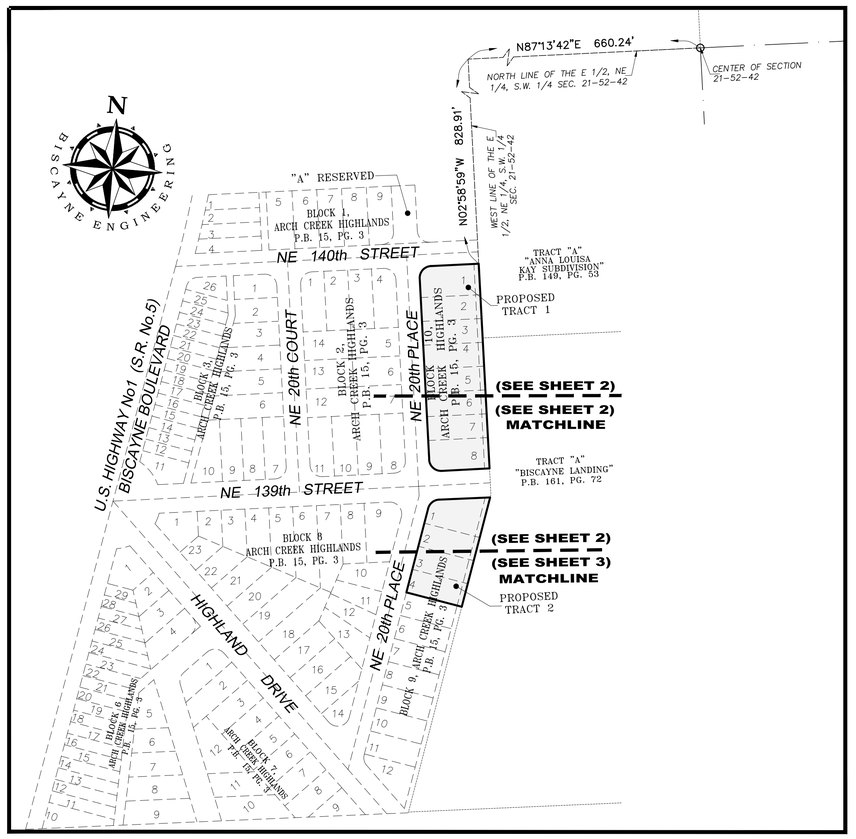
AN EXPRESS PURPOSE OF THIS PLAT IS TO CLOSE VACATE AND DISCONTINUE FROM THE PUBLIC USAGE THE TWO PORTIONS OF THE 10' WIDE PUBLIC ALLEY ADJACENT TO BLOCKS 9 AND 10, LYING NORTH AND SOUTH OF N.E. 139TH STREET.

PROPERTY ADDRESSES:

2090 N.E. 139TH STREET, NORTH MIAMI BEACH, FL 33181
13865 N.E. 20TH PLACE, NORTH MIAMI BEACH, FL 33181
13833 N.E. 20TH PLACE, NORTH MIAMI BEACH, FL 33181
13909 N.E. 20TH PLACE, NORTH MIAMI BEACH, FL 33181
13915 N.E. 20TH PLACE, NORTH MIAMI BEACH, FL 33181
13917 N.E. 20TH PLACE, NORTH MIAMI BEACH, FL 33181
13965 N.E. 20TH PLACE, NORTH MIAMI BEACH, FL 33181
2056 N.E. 140TH STREET, NORTH MIAMI BEACH, FL 33181
13925 N.E. 20TH PLACE, NORTH MIAMI BEACH, FL 33181

TENTATIVE PLAT NOTES:

- FOLIO NUMBERS: 07-2221-002-0770, 07-2221-002-0780, 07-2221-002-0790, 07-2221-002-0800, 07-2221-002-0801, 07-2221-002-0810, 07-2221-002-0820, 07-2221-002-0690, 07-2221-0002-0700, 07-2221-002-0701
- Development Contact Info: ALBERTO J. RABIONET, PSM 7218, Biscayne Engineering Co., 529 West Flagler Street, Miami, Florida, 33130. Phone: 305-324-7671 Ext. 230. AJRABIONET@BISCAYNEENGINEERING.COM
- Site Zoned: MU/C MIXED USE CORRIDOR (PER CITY OF NORTH MIAMI BEACH GIS WEBSITE).
- Lands shown hereon are located in Federal Flood Zone "X", Base Flood Elevation = N/A, per FIRM Map Number: 12086C0143, Suffix L, Community Name: City of North Miami Beach, Community Number: 120656, Revised: September 11, 2009.
- Proposed number of Lots or Tracts: 2
  Proposed Area of Tract 1 = ±53,482 SQ. FT. (1.228 ACRES)
  Proposed Area of Tract 2= ±26,184 SQ. FT. (0.601 ACRES)
- Right-of-Way to be closed: Those portions of alley that contain ± 4,300 sq. ft. & ± 2,359 sq. ft. lying within the boundaries of this plat.
- Total Gross area of Plat: ±79,666 SQ. FT. (1.829 acres) more or less
- Development Information / Proposed Use: To Be Determined



LOCATION MAP
SCALE: 1":150'
SECTION 21, TOWNSHIP 52 SOUTH, RANGE 42 EAST
CITY OF NORTH MIAMI BEACH, MIAMI-DADE COUNTY, FLORIDA

ABBREVIATIONS:

A/C	= AIR CONDITIONER
AC.	= ACRES
BEC	= BISCAYNE ENGINEERING CO.
BM	= BENCHMARK
C.B.S.	= CONCRETE BLOCK STRUCTURE
C&G	= CURB AND GUTTER
CLF	= CHAIN LINK FENCE
C.N.M.B.	= CITY OF NORTH MIAMI BEACH
COM.	= COMMUNICATION
CONC.	= CONCRETE
CB	= CATCH BASIN
D.B.	= DEED BOOK
D.C.	= DEPRESSED CURB
(E)	= EAST
EB	= ELECTRIC BOX
EL.	= ELEVATION
E/P	= EDGE OF PAVEMENT
ESMT.	= EASEMENT
FND	= FOUND
FPL	= FLORIDA POWER AND LIGHT
FT.	= FEET
I.D.	= IDENTIFICATION
L	= LENGTH (WHEN USED IN CURVE DATA)
LB	= LICENSED BUSINESS
LP	= LIGHT POLE
MN&L	= MAG NAIL & WASHER
MW	= MONITORING WELL
(N)	= NORTH
N.A.B.	= NOT A PART OF
NE	= NORTHEAST
No.	= NUMBER
N'LY	= NORTHERLY
NW	= NORTHWEST
N&D	= NAIL AND DISC
N&W	= NAIL AND WASHER
NTT	= NAIL TIN TAB
NGVD29	= NATIONAL GEODETIC VERTICAL DATUM OF 1929
O.R.B.	= OFFICIAL RECORDS BOOK
O/S	= OFFSET
(P)	= PER PLAT
P.D.	= PLAT BOOK
P.E.	= POINT OF CURVATURE
PG.	= PAGE
P.C.P.	= PERMANENT CONTROL POINT
PK	= PARKER KALON
P.O.B.	= POINT OF BEGINNING
P.S.	= PARKING SPACE(S)
P.R.M.	= PERMANENT REFERENCE MONUMENT
R	= RADIUS
R&C	= REBAR AND CAP
R/W	= RIGHT-OF-WAY
(S)	= SOUTH
S'LY	= SOUTHERLY
SE	= SOUTHEAST
SEC.	= SECTION
SQ.	= SQUARE
STA.	= STATION
SW	= SOUTHWEST
SEC.	= TANGENT
U.E.	= UTILITY EASEMENT
(W)	= WEST
℄	= CENTER LINE

LEGEND

LIGHTING TOWER	HANDICAP PARKING SPACE
GUY WIRE	FLAG POLE
ELECTRIC BOX	BOLLARD
WOOD POWER POLE	TELEPHONE/COMMUNICATION MANHOLE
POWER POLE	WELL
LIGHT POLE	CATCH BASIN
WIRE PULL BOX	SIGN
ELECTRIC TRANSFORMER	COMUNICATION BOX
ELECTRIC METER	BENCH
BACK FLOW PREVENTER	BENCHMARK
FIRE HYDRANT	STRUCTURE IDENTIFIER
WATER METER	TREE IDENTIFIER
WATER VALVE	ELECTRIC CONTROL CABINET
DRAINAGE MANHOLE	TWIN PALM
CLEAN-OUT	CLUSTER PALM
GREASE TRAP MANHOLE	
SANITARY SEWER MANHOLE	

LINE TYPES:

- CENTER LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT LIMITS
- CHAIN LINK FENCE
- OVERHEAD WIRE
- BUILDING OVERHANG
- HEDGES
- CONCRETE WALL
- CONCRETE
- BUILDING LIMITS

+ 8.8	= GROUND ELEVATION (TYPICAL)
8.88	= HARD SURFACE ELEVATION (TYPICAL)
8.88	= FINISHED FLOOR ELEVATION (TYPICAL)
△	= BENCHMARK ELEVATION (TYPICAL)

SURVEYOR'S NOTES:

- THIS SITE LIES IN SECTION 21, TOWNSHIP 52 SOUTH, RANGE 42 EAST, CITY OF NORTH MIAMI BEACH, MIAMI-DADE COUNTY, FLORIDA.
- BEARINGS SHOWN HEREON ARE REFERENCED TO THE EAST RIGHT-OF-WAY LINE OF N.E. 20th PLACE, BETWEEN NE 140th STREET AND NE 139th STREET, HAVING AN ASSUMED BEARING OF N02°58'59"W.
- LANDS SHOWN HEREON ARE LOCATED IN FEDERAL FLOOD ZONE "X" (ELEVATION N/A), PER FIRM MAP NUMBER 12086C0143, SUFFIX L, COMMUNITY NAME: CITY OF NORTH MIAMI BEACH, COMMUNITY NUMBER: 120656, REVISED: SEPTEMBER 11, 2009.
- THE NORTH PARCEL OF THE SUBJECT PROPERTY (PROPOSED TRACT 1) CONTAINS A TOTAL GROSS LAND AREA OF 53,482 SQ. FT. OR 1.228 ACRES MORE OR LESS. THE SOUTH PARCEL OF THE SUBJECT PROPERTY (PROPOSED TRACT 2) CONTAINS A TOTAL GROSS LAND AREA OF 26,184 SQ. FT. OR 0.601 ACRES MORE OR LESS. THE COMBINED SUBJECT PROPERTY CONTAINS TOTAL GROSS AREA OF PLAT: 79,666 SQ. FT. (1.829 ACRES) MORE OR LESS.
- RIGHT-OF-WAY LINES DO NOT REPRESENT AN OPINION OF OWNERSHIP BY THE SURVEYOR.
- DIMENSIONS AND DIRECTIONS INDICATED HEREON ARE CALCULATED FROM FIELD MEASUREMENTS USING A TOTAL STATION ELECTRONIC DISTANCE MEASUREMENT (EDM), AND MEASURING TAPE, UNLESS OTHERWISE NOTED.
- UNDERGROUND IMPROVEMENTS AND/OR UNDERGROUND ENCROACHMENTS, WHERE THEY ARE NOT VISIBLE AT SURFACE GROUND LEVEL, ARE NOT SHOWN INCLUDING BUT NOT LIMITED TO BUILDINGS, STRUCTURAL APPURTENANCES, STORM DRAINAGE SYSTEMS, TANKS OR RUBBISH FILLS.
- TREES SHOWN HEREON WERE LOCATED BY THE SURVEYOR, BUT NOT MEASURED OR IDENTIFIED.
- THIS DOCUMENT CONSISTS OF THREE (3) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHERS.
- NO ATTEMPT WAS MADE BY THE SURVEYOR TO LOCATE UNDERGROUND UTILITIES, UNDERGROUND LINES SHOWN HEREON ARE BASED ON DRAWING PREPARED BY KIMLEY HORN AND ASSOCIATES, SEE NOTE BELOW.
- NO ATTEMPT WAS MADE BY THE SURVEYOR TO DETERMINE MINERAL RIGHTS OWNERSHIP AND/OR RIGHTS-OF-ENTRY APPURTENANT THERETO.
- NO VISIBLE EVIDENCE OF WETLANDS OR WETLAND DELINEATION MARKERS WERE OBSERVED AT THE SURVEYED PROPERTY; CLIENT SHOULD CONSULT A QUALIFIED WETLANDS SPECIALIST TO DETERMINE ANY MATTERS REGARDING THE DELINEATION OF WETLANDS.
- ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29), AND ARE REFERENCED ON THE FOLLOWING BENCHMARKS:

  i) BENCHMARK N-415-R, PK NAIL AND BRASS WASHER IN CONCRETE CURB, LOCATED 1.5' NORTH OF THE NORTH EDGE OF PAVEMENT OF NE 135 STREET AND 90' WEST OF PROJECTED WEST EDGE OF PAVEMENT OF BISCAYNE BOULEVARD. ELEVATION= 6.45' (NGVD29)

  ii) BENCHMARK Z-239, U.S. C & G BRASS DISC IN NW END OF SW CONC BRIDGE ABUTMENT OF FEC R.R., LOCATED ±270' NE OF C/L OF NE 135 STREET AND ±650' WEST OF C/L OF US HWY #1 (BISCAYNE BLVD.). ELEVATION = 13.13' (NGVD29)
- THE CONVERSION FACTOR FROM NGVD29 TO NAVD88 AT THIS SITE IS: NGVD29 = 1.56' + NAVD88
- THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FL.
- THE MIAMI-DADE COUNTY FLOOD CRITERIA IS 5 FEET, BY INTERPOLATION, AS SHOWN ON THE AMENDED PLAT OF FLOOD CRITERIA MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 120, AT PAGE 13, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
- UNDERGROUND LINES AND UTILITY EASEMENTS ARE BASED ON "EXISTING UTILITY EASEMENT" PLAN PREPARED BY KIMLEY HORN AND ASSOCIATES, KHA PROJECT, DATED NOVEMBER 2021.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED **"BOUNDARY AND TOPOGRAPHIC SURVEY"** WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND COMPLIES WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J-17-062, F.A.C.

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BISCAYNE ENGINEERING COMPANY, INC.
529 WEST FLAGLER STREET, MIAMI, FL. 33130
(305) 324-7671
STATE OF FLORIDA DEPARTMENT OF AGRICULTURE
LB-0000129

SURVEY DATE: **02-26-2025**

_____
WOLFGANG S. HUECK, PSM, FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER NO. 6519
STATE OF FLORIDA

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J-17-062, F.A.C. THIS ITEM HAS BEEN DIGITALLY SIGNED. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

ORDER #	DATE	F.B. #	COMMENTS

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SURVEYORS · ENGINEERS · PLANNERS
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MIAMI-DADE
529 W. FLAGLER ST, MIAMI, FL 33130
TEL (305) 324-7671, FAX (305) 324-0809
PALM BEACH
449 NW 35TH ST, BOCA RATON, FL 33431
TEL (561) 392-2594, FAX (561) 392-2595
E-MAIL: INFO@BISCAYNEENGINEERING.COM
WEB: WWW.BISCAYNEENGINEERING.COM

ARCH CREEK EQUITIES DEVELOPMENT
FOR: NAI MIAMI | SCALE: 1"=20' | DESIGNED BY: WH | APPROVED BY: WH | DATE: 02/26/25
DRAWN BY: KTF/M.C.A. | CHECKED BY: J.M. | F.B./PG.: 3100/77-79, 3103/01-08

ORDER No. 03-87346
SHEET No. 1 of 3

F:\SURVEY\PROJECTS\87000's\87346 NAI MIAMI- NORTH MIAMI BEACH REPLATTING\2 CAD\2 DWG\87346.DWG [COVER SHEET] Mar 05, 2025 7:22pm LMAINEGRA

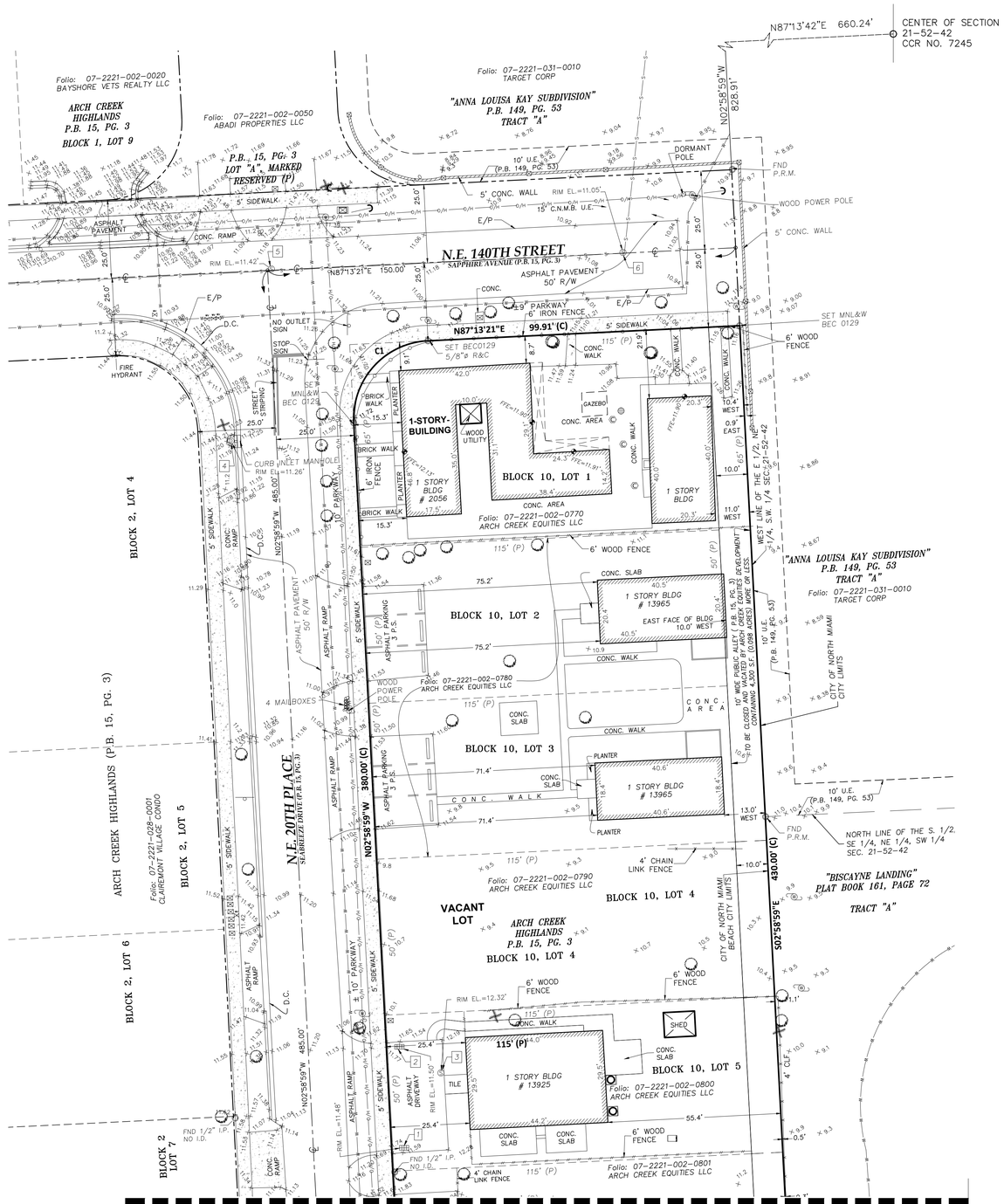
DC-6331

BOUNDARY & TOPOGRAPHIC SURVEY / TENTATIVE PLAT OF

ARCH CREEK EQUITIES DEVELOPMENT

A REPLAT OF ALL OF BLOCK 10 TOGETHER WITH THE 10 FOOT WIDE PUBLIC ALLEY LYING ADJACENT THERETO AND LOTS 1 THROUGH 4 OF BLOCK 9 TOGETHER WITH THE 10 FOOT WIDE PUBLIC ALLEY LYING ADJACENT THERETO OF ARCH CREEK HIGHLANDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 3 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
LYING IN SECTION 21, TOWNSHIP 52 SOUTH, RANGE 42 EAST CITY OF NORTH MIAMI BEACH, MIAMI-DADE COUNTY, FLORIDA

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.



MATCH LINE A, SEE RIGHT

MATCH LINE A, SEE LEFT

MATCH LINE B, SEE SHEET 3

CURVE No.	RADIUS	LENGTH	DELTA	CHORD DISTANCE
C1	25.00'	39.36'	90°12'20"	35.42'
C2	25.00'	39.18'	89°47'40"	35.29'
C3	25.00'	31.71'	72°39'48"	29.62'

BISCAYNE ENGINEERING
MIAMI-DADE
529 W. FLAGLER ST, MIAMI, FL. 33130
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PALM BEACH
449 NW 35TH ST, BOCA RATON, FL. 33431
TEL (561) 392-2252
E-MAIL: INFO@BISCAYNEENGINEERING.COM
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• SINCE 1898 •

ORDER #	DATE	F.B. #	COMMENTS

ARCH CREEK EQUITIES DEVELOPMENT

FOR: NAI MIAMI | DRAWN BY: KTF/M.C.A. | CHECKED BY: J.M.
SCALE: 1"=20' | DESIGNED BY: WH | F.B./PG.: 3100/77-79, 3103/01-08
DATE: 02/26/25 | APPROVED BY: WH

ORDER No. 03-87346

SHEET No. 2 of 3

DC-6331

F:\SURVEY\PROJECTS\87000's\87346 NAI MIAMI- NORTH MIAMI BEACH REPLATTING\2 CAD\2 DWG\87346.DWG [PAGE 2] Mar 05, 2025 7:22pm LMAINEGRA

BOUNDARY & TOPOGRAPHIC SURVEY / TENTATIVE PLAT OF

ARCH CREEK EQUITIES DEVELOPMENT

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LYING IN SECTION 21, TOWNSHIP 52 SOUTH, RANGE 42 EAST CITY OF NORTH MIAMI BEACH, MIAMI-DADE COUNTY, FLORIDA

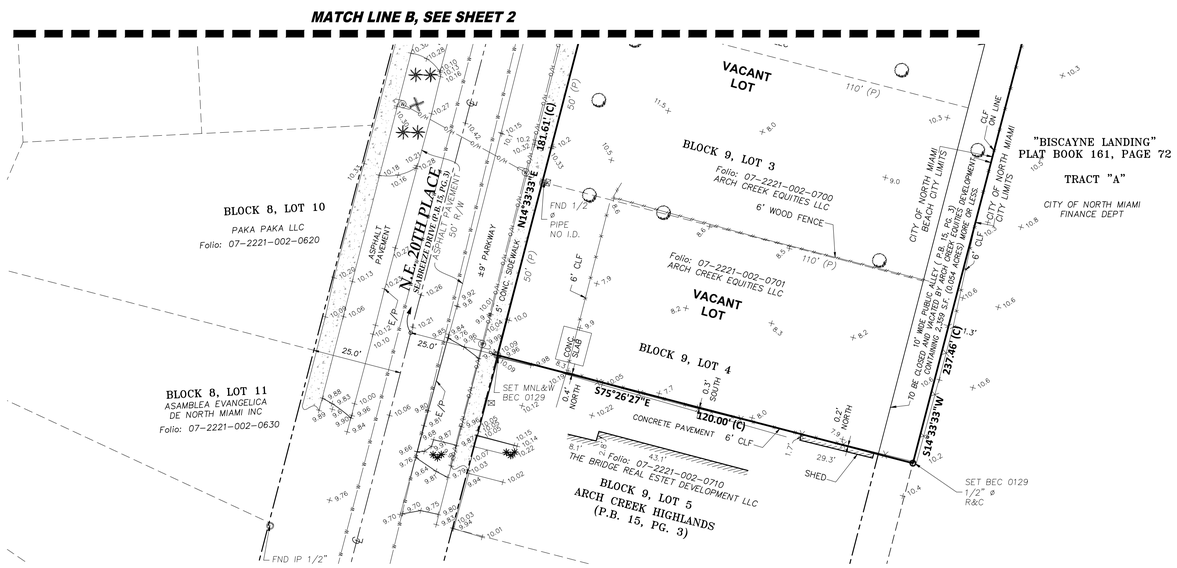
GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

N

BISCAYNE ENGINEERING



STRUCTURES TABLE

NUMBER	STRUCTURE	RIM ELEV (FEET)	DEPTH	INVERT ELEV (FEET)	PIPE DIAM (INCH)	MATERIAL	DIRECTION	DESCRIPTION
1	CB	11.48				BAFFLED	NORTH	BAFFLED
			6.22	5.26			BOTTOM	
2	CB	11.50				BAFFLED	SOUTH	BAFFLED
			6.30	5.20		CLAY	BOTTOM	
3	MHS	12.32						FILLED WITH EXCREMENT TO THE TOP
4	MHD	11.26	4.60	6.66	15	METAL	SOUTH	
			6.45	4.81			BOTTOM	
5	MHS	11.42	7.90	3.52	8		NORTH	
			7.80	3.62	8	PVC	EAST	
			7.75	3.67	8	PVC	SOUTH	
			7.90	3.52	8	PVC	WEST	
6	MHS	11.05	7.05	4.00	8	PVC	NORTH	
			7.15	3.90	8	PVC	SOUTH	
			7.20	3.85	8	PVC	WEST	

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ORDER No.
03-87346

SHEET No.
3 of 3

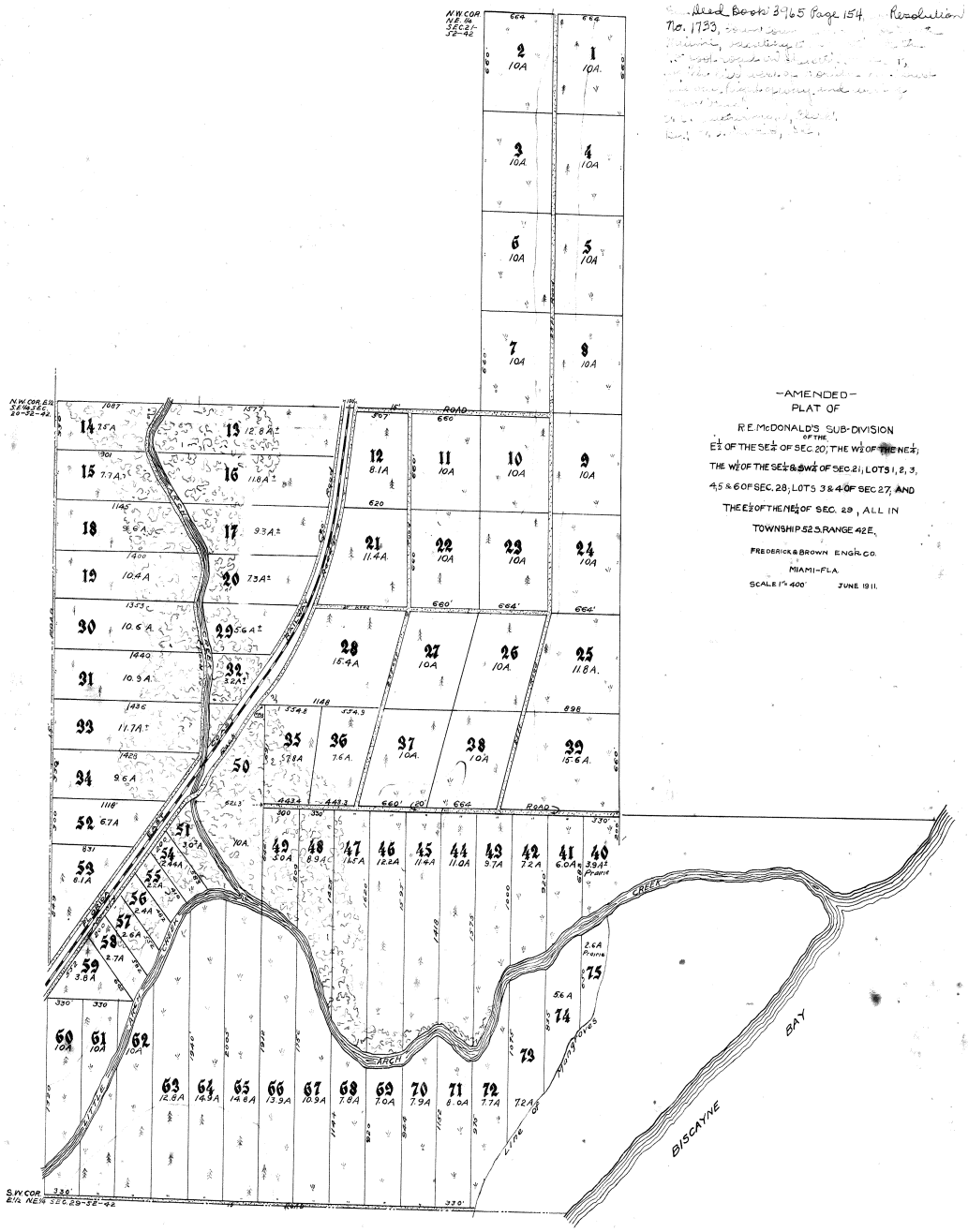
F:\SURVEY\PROJECTS\87000's\87346 NAI MIAMI- NORTH MIAMI BEACH REPLATTING\2. CAD\2. DWG\87346.DWG [PAGE 3] Mar 05, 2025 7:22pm LMAINEGRA

DC-6331

2-22

Deed Book 3030 Page 302

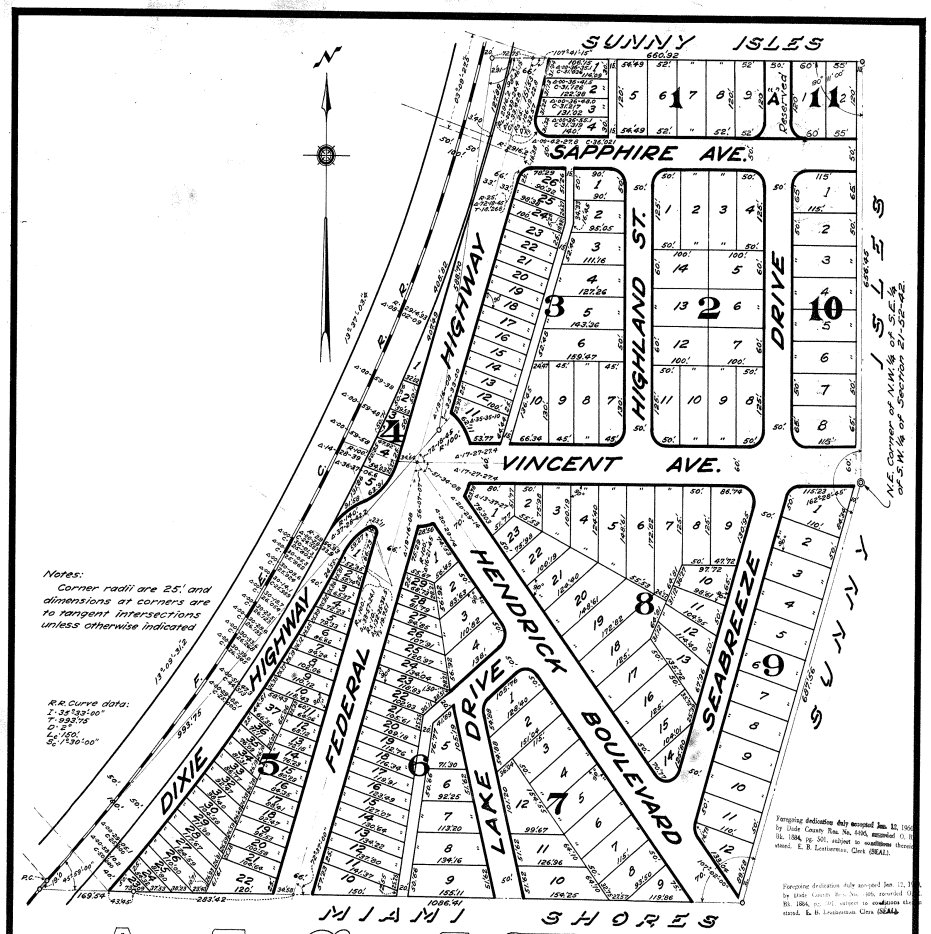
Deed Book 3965 Page 154 Resolution No. 1733,



-AMENDED-
PLAT OF
R.E. McDONALD'S SUB-DIVISION
OF THE
E½ OF THE SE¼ OF SEC. 20; THE W½ OF THE NE¼; THE W½ OF THE SE¼ & SW¼ OF SEC. 21; LOTS 1, 2, 3, 4, 5 & 6 OF SEC. 28; LOTS 3 & 4 OF SEC. 27; AND THE E½ OF THE NE¼ OF SEC. 29, ALL IN TOWNSHIP 52 S, RANGE 42 E.
FREDERICK & BROWN ENGR. CO.
MIAMI-FLA.
SCALE 1" = 400' JUNE 1911.

THE OFFICIAL RECORDS BOOK 3907 PAGE 913 FOR RESOLUTION No. 87-73 PERTAINING TO THIS PLAT.
RICHARD P. BRINKER
BY J. Pate D.C.

Curve 22
72 Plats
McNorton



Arch Creek Highlands

A SUBDIVISION OF LOTS 21 & 28 OF R.E. McDONALD'S SUBDIVISION IN SEC. 21, TWP. 52 S. RGE. 42 E. DADE, CO. FLA.

W.C. BLISS ENG'R. SCALE 1 in. = 100 ft. FEB. 1925

153 3

KNOW ALL MEN BY THESE PRESENTS:

That Calvin W. Hendrick, Sarah R. Hendrick, his wife, and B.F. Vincent (widower) have caused to be made the attached plat of "ARCH CREEK HIGHLANDS" the same being a subdivision of Lots 21 and 28 of R.E. McDonald's amended plat of part of Sections 20, 21, 27, 28 & 29, Twp. 52 S., Rge. 42 E., as recorded in Plat Book 2, Page 22, Public Records of Dade County, Florida, all the above described lands being in Dade County, Florida.

And that we do hereby dedicate to the perpetual use of the Public for proper purposes all streets, avenues, drives, boulevards, highways and alleys as shown on said plat, EXCEPT a portion of Hendrick Boulevard between Lots One (1) and Two (2) of Block Six (6), and Lots One (1) and Twenty-three (23) of Block Eight (8), and a portion of Vincent Avenue between Lots One (1) and Two (2) of Block Eight (8), and Lots Ten (10) and Eleven (11) of Block Three (3), on which reserved portion of said avenue and boulevard we hereby reserve the right to erect columns in the center of said avenue or boulevard, and at or on the curb at each side thereof, and to build over said avenue or boulevard a building or buildings connecting with buildings on each side of said avenue or boulevard, and resting upon said columns. And reserving to ourselves, our heirs, administrators, executors or assigns the reversion or reversions of all of said streets, avenues, drives, boulevards, highways and alleys if ever discontinued by operation of law.

IN WITNESS WHEREOF, we have hereunto affixed our hands and seals at Miami, Dade County, Florida this 12th day of January A.D. 1925

Executed in the presence of:

Calvin W. Hendrick (Seal)

Sarah R. Hendrick (Seal)

B.F. Vincent (Seal)

Foregoing dedication duly accepted Jan. 12, 1926, by Dade County Res. No. 6400, recorded O. R. Bk. 1884, pg. 501, subject to conditions therein stated. E. B. Leatherman, Clerk (SEAL)

STATE OF FLORIDA } SS.
COUNTY OF DADE }

Before me, the undersigned authority, this day personally appeared Calvin W. Hendrick, Sarah R. Hendrick, his wife, and B.F. Vincent (widower), to me well known, and known to me to be the persons who executed the foregoing instrument of dedication, who being by me duly sworn, acknowledged that they executed the same freely and voluntarily for the purposes therein set forth.

And I further certify that the said Sarah R. Hendrick, known to me to be the wife of Calvin W. Hendrick, upon a private examination, separate and apart from her said husband, acknowledged that she executed the said instrument freely and voluntarily, and without any compulsion, constraint, apprehension or fear of or from her said husband.

IN WITNESS WHEREOF, I have hereunto affixed my hand and notarial seal at Miami, Dade County, Florida this 12th day of January A.D. 1925

L. L. Ayer
Notary Public, State of Florida.

My commission expires January 31 1926

This map was approved by the County Engineer of Dade County, Florida.

Hobart Crabtree by R.S. Tebb
County Engineer

I hereby certify that the attached plat of "ARCH CREEK HIGHLANDS" is a true and correct plat of said property as recently surveyed and platted under my direction.

Licensed Civil Engineer No. 289

BISCAYNE LANDING

PLAT BOOK 161 PAGE 72

SHEET 1 OF 4

BEING A REPLAT OF A PORTION OF "AMENDED PLAT OF R.E. MCDONALD'S SUB-DIVISION" (PLAT BOOK 2, PAGE 22), TOGETHER WITH A SUBDIVISION OF A PORTION OF THE UNPLATTED EAST 1/2, ALL IN SECTION 21, TOWNSHIP 52 SOUTH, RANGE 42 EAST
CITY OF NORTH MIAMI, MIAMI-DADE COUNTY, FLORIDA

PREPARED BY:

PBSJ

CONSULTING ENGINEERS/ARCHITECTS/PLANNERS/LAND SURVEYORS
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB24
2001 N.W. 107TH AVENUE
MIAMI, FLORIDA 33172-2507
305-592-7275
DECEMBER 2003

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: THAT THE CITY OF NORTH MIAMI, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, PURSUANT TO RESOLUTION NO. R-2003-77 PASSED AND ADOPTED ON December 2 A.D., 2003, BY ITS CITY COUNCIL, HAS CAUSED TO BE MADE THE ATTACHED PLAT ENTITLED "BISCAYNE LANDING," THE SAME BEING A REPLAT OF THE FOLLOWING DESCRIBED PROPERTY:

LEGAL DESCRIPTION:

ALL THAT LOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN SECTION 21, TOWNSHIP 52 SOUTH, RANGE 42 EAST, CITY OF NORTH MIAMI, MIAMI-DADE COUNTY, FLORIDA, THE SAME BEING A PORTION OF "AMENDED PLAT OF R. E. MCDONALD'S SUB-DIVISION," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGE 22 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ.:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 21; THENCE S87°02'55"W ALONG THE NORTH LINE OF THE NE 1/4 OF SAID SECTION 21 FOR 1325.56 FEET TO THE NORTHEAST CORNER OF THE WEST ONE-HALF OF THE NE 1/4 OF SAID SECTION 21, THIS BEING THE POINT OF BEGINNING OF HEREINAFTER DESCRIBED TRACT OF LAND; FROM SAID POINT OF BEGINNING, THENCE CONTINUE S87°02'55"W ALONG THE NORTH LINE OF THE NE 1/4 OF SAID SECTION 21, THIS ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF NE 151ST STREET, FOR 890.30 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, BEING CONCAVE TO THE SOUTHEAST AND HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 08° 05'50" AND A RADIUS OF 1070.92 FEET FOR AN ARC DISTANCE OF 151.35 FEET, ALONG SAID SOUTH RIGHT-OF-WAY LINE, TO THE POINT OF TANGENCY; THENCE S78°58'07"W FOR 200.02 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, BEING CONCAVE TO THE NORTH AND HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 07°26'41" AND A RADIUS OF 1220.92 FEET FOR AN ARC DISTANCE OF 158.64 FEET, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF TANGENCY; THENCE S86°24'46"W, ALONG SAID RIGHT-OF-WAY LINE, THIS ALSO BEING A LINE 50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 21, FOR 252.64 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THE LEFT, BEING CONCAVE TO THE SOUTHEAST, AND HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 78°15'32" AND A RADIUS OF 35.00 FEET, FOR AN ARC DISTANCE OF 47.81 FEET TO THE POINT OF TANGENCY; THENCE S08°09'40"W, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF BISCAYNE BOULEVARD (116 FEET WIDE) (US-1/SR 5), FOR 594.65 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 21; THENCE N86°26'10"E ALONG THE LAST DESCRIBED LINE FOR 472.75 FEET TO THE SOUTHEAST CORNER OF THE NE 1/4 OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 21; THENCE S02°56'15"E ALONG THE WEST LINE OF THE NE 1/4 OF SAID SECTION 21 FOR 1977.32 FEET TO THE CENTER OF SAID SECTION 21; THENCE S87°13'42"W ALONG THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 21, FOR 983.90 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF SAID BISCAYNE BOULEVARD (100 FEET WIDE); THENCE S14° 55'21"W ALONG SAID RIGHT-OF-WAY LINE FOR 207.49 FEET; THENCE N87°18'03"E ALONG A LINE THAT IS 459.66 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/4 OF THE SW 1/4 OF SAID SECTION 21 FOR 890.99 FEET; THENCE S14°55'05"W FOR 462.16 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/4 OF SAID SW 1/4; THENCE S87°18'03"W ALONG THE LAST DESCRIBED LINE FOR 25.31 FEET TO THE NORTHWEST CORNER OF THE NE 1/4 OF THE SE 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 21; THENCE S02°58'59"E ALONG THE WEST LINE OF SAID NE 1/4 OF THE SE 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 21 FOR 328.89 FEET; THENCE S87°21'07"W ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SE 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 21 FOR 330.01 FEET TO THE NORTHWEST CORNER OF SAID SOUTH 1/2 OF THE SE 1/4 OF THE NE 1/4 OF THE SW 1/4 THENCE S02°57'42"E ALONG THE WEST LINE OF THE SW 1/4 OF THE SE 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 21; SOUTHWEST CORNER OF SAID SW 1/4 OF THE SE 1/4 OF THE NE 1/4 OF THE SW 1/4; THENCE S14°33'33"W FOR 687.56 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NORTH 3/4 OF THE SW 1/4 OF SAID SECTION 21; THENCE N87°32'30"E ALONG THE LAST DESCRIBED SOUTH LINE AND ALONG THE SOUTH LINE OF THE NORTH 3/4 OF THE SE 1/4 OF SAID SECTION 21 FOR 2196.00 FEET TO THE SOUTHEAST CORNER OF SAID NORTH 3/4 OF THE SE 1/4; ALSO KNOWN AS THE SOUTHEAST CORNER OF LOT 25, AS SHOWN ON SAID PLAT OF "AMENDED PLAT OF R.E. MCDONALD'S SUB-DIVISION;" THENCE N61°11'37"W FOR 119.85 FEET TO A POINT; FROM SAID POINT, THE NEXT 100 COURSES WILL BE ALONG THE TOP OF BANK WHICH LIES WESTERLY OF THE WETLANDS AS DEPICTED ON SPECIFIC PURPOSE SURVEY BY PBS&J UNDER JOB NO. 01-1025.13; DATED JULY 13, 2001, DESCRIBED AS FOLLOWS:

THENCE N72°19'44"E FOR 24.76 FEET; THENCE N52°34'08"E FOR 24.17 FEET; THENCE N30°26'22"E FOR 17.61 FEET; THENCE N06°50'30"E FOR 27.88 FEET; THENCE N04°30'58"W FOR 53.11 FEET; THENCE N07°58'40"W FOR 56.75 FEET; THENCE N10°04'36"W FOR 35.99 FEET; THENCE N01°37'24"W FOR 52.54 FEET; THENCE N05° 30'24"W FOR 56.15 FEET; THENCE N04°36'28"W FOR 50.13 FEET; THENCE N05°02'56"E FOR 36.76 FEET; THENCE N05°05'30"E FOR 46.22 FEET; THENCE N01°09'04"W FOR 93.71 FEET; THENCE N00°56'07"E FOR 33.62 FEET; THENCE N00°35'10"W FOR 57.73 FEET; THENCE N01°34'24"W FOR 94.25 FEET; THENCE N01°40'50"W FOR 59.30 FEET; THENCE N02°51'40"W FOR 63.67 FEET; THENCE N00°09'14"E FOR 92.71 FEET; THENCE N02°09'04"E FOR 62.12 FEET; THENCE N04°06'06"W FOR 50.52 FEET; THENCE N21°22'30"W FOR 53.71 FEET; THENCE N24°06'28"W FOR 49.10 FEET; THENCE N37°12'44"W FOR 42.20 FEET; THENCE N47°23'30"W FOR 50.44 FEET; THENCE N40°05'50"W FOR 80.39 FEET; THENCE N33°28'14"W FOR 57.38 FEET; THENCE N14°55'36"W FOR 52.00 FEET; THENCE N07°22'41"W FOR 56.41 FEET; THENCE N08°08'31"E FOR 55.39 FEET; THENCE N34°36'21"E FOR 152.12 FEET; THENCE N18°27'17"E FOR 18.73 FEET; THENCE N37°22'59"E FOR 51.98 FEET; THENCE N46° 59'59"E FOR 59.88 FEET; THENCE N56°56'46"E FOR 62.88 FEET; THENCE N70°29'37"E FOR 66.06 FEET; THENCE S88°35'43"E FOR 67.21 FEET; THENCE S78°39'13"E FOR 52.43 FEET; THENCE S83°15'01"E FOR 37.16 FEET; THENCE N85°45'20"E FOR 19.60 FEET; THENCE N62°39'07"E FOR 13.69 FEET; THENCE N60°32'41"E FOR 35.98 FEET; THENCE N76°25'32"E FOR 57.58 FEET; THENCE N76°25'55"E FOR 48.79 FEET; THENCE N78°56'41"E FOR 33.95 FEET; THENCE N44°05'13"E FOR 3.57 FEET; THENCE N79°08'36"E FOR 48.08 FEET; THENCE N88°28'05"E FOR 53.11 FEET; THENCE S87°52'09"E FOR 51.32 FEET; THENCE S87°15'00"E FOR 54.28 FEET; THENCE N78°08'52"E FOR 22.13 FEET; THENCE N75°53'24"E FOR 43.03 FEET; THENCE N66°17'21"E FOR 36.13 FEET; THENCE N43°49'24"E FOR 21.69 FEET; THENCE N36°00'45"E FOR 41.61 FEET; THENCE N46°04'58"E FOR 38.01 FEET; THENCE N17°09'16"E FOR 27.63 FEET; THENCE N13°40'09"E FOR 36.19 FEET; THENCE N24° 46'11"E FOR 66.65 FEET; THENCE N37°34'30"W FOR 34.29 FEET; THENCE N08°17'24"W FOR 61.50 FEET; THENCE N09°19'32"W FOR 52.00 FEET; THENCE N28°35'08"W FOR 50.59 FEET; THENCE N53°02'32"W FOR 58.74 FEET; THENCE N69°42'05"W FOR 49.49 FEET; THENCE N69°49'06"W FOR 51.96 FEET; THENCE N61°08'52"W FOR 28.17 FEET; THENCE N51°59'27"W FOR 21.96 FEET; THENCE N35°41'57"W FOR 22.63 FEET; THENCE N13°13'03"W FOR 28.64 FEET; THENCE N05°22'25"W FOR 42.99 FEET; THENCE N02°38'42"E FOR 73.30 FEET; THENCE N02°25'48"E FOR 36.43 FEET; THENCE N06°53'24"E FOR 27.83 FEET; THENCE N19°38'02"E FOR 25.34 FEET; THENCE N29°55'55"E FOR 57.01 FEET; THENCE N17°55'02"E FOR 39.70 FEET; THENCE N03°38'34"W FOR 47.55 FEET; THENCE N03°32'42"W FOR 54.51 FEET; THENCE N06°30'10"W FOR 52.74 FEET; THENCE N04°58'09"W FOR 56.57 FEET; THENCE N10°33'40"W FOR 52.94 FEET; THENCE N10°08'58"W FOR 67.34 FEET; THENCE N08° 42'04"W FOR 56.64 FEET; THENCE N05°15'14"W FOR 30.80 FEET; THENCE N00°58'00"E FOR 24.30 FEET; THENCE N14°13'50"E FOR 33.84 FEET; THENCE N29°49'39"E FOR 6.78 FEET; THENCE N26°36'29"E FOR 26.35 FEET; THENCE N16°30'18"E FOR 35.16 FEET; THENCE N00°16'36"E FOR 15.27 FEET; THENCE N66°18'31"W FOR 34.69 FEET; THENCE N60°30'53"W FOR 18.90 FEET; THENCE N58°54'07"W FOR 11.91 FEET; THENCE N72°50'35"W FOR 25.30 FEET; THENCE S86°12'28"W FOR 31.71 FEET; THENCE S86°59'17"W FOR 66.68 FEET; THENCE N85°32'01"W FOR 68.38 FEET; THENCE S78°40'00"W FOR 26.49 FEET; THENCE S33°01'06"W FOR 23.96 FEET; THENCE N88°24'08"W FOR 432.22 FEET TO THE SOUTHWEST CORNER OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 21; THENCE N02°55'05"W ALONG THE WEST LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 21 FOR 1320.90 FEET TO A POINT OF INTERSECTION WITH SAID NORTH LINE OF THE NE 1/4 OF SAID SECTION 21, THIS ALSO BEING SAID SOUTH RIGHT-OF-WAY LINE OF NE 151ST STREET, AND SAID POINT OF INTERSECTION ALSO BEING THE POINT OF BEGINNING.

AN EXPRESS PURPOSE OF THIS PLAT IS TO CLOSE, VACATE, ABANDON AND DISCONTINUE FROM PUBLIC USE THOSE PORTIONS OF THE "25 FOOT ROAD" AND THE "20 FOOT ROAD" AS SHOWN AND DESCRIBED ON THE PLAT OF "AMENDED PLAT OF R. E. MCDONALD'S SUB-DIVISION," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGE 22 OF THE PUBLIC RECORDS OF DADE COUNTY (NOW MIAMI-DADE COUNTY), FLORIDA LYING WITHIN THE LIMITS OF THIS PLAT.

IN WITNESS WHEREOF: THE SAID CITY OF NORTH MIAMI, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, HAS CAUSED THESE PRESENTS TO BE SIGNED FOR ON ITS BEHALF ITS MAYOR AND ITS OFFICIAL SEAL TO BE HEREUNTO AFFIXED AND ATTESTED TO BY ITS CLERK IN ACCORDANCE WITH SAID RESOLUTION NO. R-2003-77 THIS 2 DAY OF December A.D., 2003.

BY

CITY OF NORTH MIAMI
A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA

ATTEST: _____
SIMON H. BLOOM, JR.
CITY CLERK

SIGNED: _____
JOE CELESTIN
MAYOR

ACKNOWLEDGMENT:

THE STATE OF FLORIDA)
) S.S.
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY: THAT ON THIS DAY, PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, JOE CELESTIN AND SIMON H. BLOOM, JR., MAYOR AND CITY CLERK, RESPECTIVELY OF THE CITY OF NORTH MIAMI, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, WHO ARE PERSONALLY KNOWN TO ME AND WHO ACKNOWLEDGED THE EXECUTION THEREOF AFTER BEING DULY AUTHORIZED AND DIRECTED BY THE CITY COUNCIL OF THE CITY OF NORTH MIAMI, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, TO BE THEIR FREE ACT AND DEED AS SUCH OFFICERS FOR THE PURPOSES THEREIN EXPRESSED AND WHO DID NOT TAKE AN OATH.

WITNESS: MY HAND AND OFFICIAL SEAL THIS 15 DAY OF January A.D., 2004.

Jacqueline Vieira
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT
PRINT NAME: Jacqueline Vieira
NOTARY PUBLIC-STATE OF FLORIDA
COMMISSION NO. DD269600
MY COMMISSION EXPIRES: November 9, 2007

Jacqueline Vieira
My Commission DD269600
Expires November 09, 2007

CITY OF NORTH MIAMI PLAT RESTRICTIONS:

THAT THE STREETS AND BOULEVARD AS SHOWN ON THE ATTACHED PLAT, TOGETHER WITH ALL EXISTING AND FUTURE PLANTING, TREES, SHRUBBERY AND FIRE HYDRANTS THEREON ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES, RESERVING TO THE DEDICATORS, THEIR SUCCESSORS OR ASSIGNS THE REVERSION OR REVERSIONS THEREOF WHENEVER DISCONTINUED BY LAW.

MIAMI-DADE COUNTY PLAT RESTRICTIONS:

THAT SEPTIC TANKS WILL NOT BE PERMITTED WITHIN THIS SUBDIVISION, UNLESS APPROVED FOR TEMPORARY USE IN ACCORDANCE WITH COUNTY AND/OR STATE REGULATIONS.

THAT NO INDIVIDUAL WELLS WILL BE PERMITTED WITHIN THIS SUBDIVISION, EXCEPT FOR SWIMMING POOLS, SPRINKLER SYSTEMS AND/OR AIR CONDITIONERS.

THAT ALL NEW ELECTRIC AND COMMUNICATION LINES, EXCEPT TRANSMISSION LINES, WITHIN THIS SUBDIVISION, SHALL BE INSTALLED UNDERGROUND.

CITY OF NORTH MIAMI APPROVALS:

THIS IS TO CERTIFY THAT THIS PLAT APPEARS TO CONFORM TO ALL REQUIREMENTS OF SECTION 162 OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI AND CHAPTER 28 OF THE MIAMI-DADE COUNTY CODE. FURTHER, THIS PLAT HAS BEEN REVIEWED BY A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY THE CITY OF NORTH MIAMI IN ACCORDANCE WITH CHAPTER 177.081(1) OF THE FLORIDA STATUTES.

CERTIFIED THIS 15 DAY OF January A.D. 2004.

BY: _____
RICARDO NOGUERA, DIRECTOR
CITY OF NORTH MIAMI
DEPARTMENT OF COMMUNITY PLANNING & DEVELOPMENT

THIS PLAT WILL NOT RESULT IN A REDUCTION IN THE LEVEL OF SERVICES FOR THE AFFECTED PUBLIC FACILITIES BELOW THE LEVEL OF SERVICES PROVIDED IN THE MUNICIPALITY'S COMPREHENSIVE PLAN; THEREFORE, IT WAS APPROVED AND THE FOREGOING DEDICATIONS WERE ACCEPTED BY RESOLUTION NUMBER R-2003-77 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, THIS 2 DAY OF December A.D. 2003.

CITY OF NORTH MIAMI
A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA

ATTEST: _____
SIMON H. BLOOM, JR.
CITY CLERK

SIGNED: _____
JOE CELESTIN
MAYOR

MIAMI-DADE COUNTY APPROVALS:

THIS IS TO CERTIFY THAT THIS PLAT APPEARS TO CONFORM TO ALL REQUIREMENTS OF CHAPTER 28 OF THE MIAMI-DADE COUNTY CODE.

CERTIFIED THIS 14 DAY OF April A.D. 2004.

BY: _____ DIRECTOR
MIAMI-DADE COUNTY
PUBLIC WORKS DEPARTMENT

RECORDING:

FILED FOR RECORD THIS 19th DAY OF April A.D. 2004 AT 15:42 P.M. IN BOOK 161 OF PLATS AT PAGE 72 & 73 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. THIS PLAT COMPLIES WITH THE LAWS OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY.

ATTEST: HARVEY RUVIN
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

CFN 2004R0275493
PLT BK 0161A Pg 00721 (1pg)
RECORDED 04/19/2004 15:42:40
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA
LAST PAGE

SURVEYOR'S NOTES:

BEARINGS AS SHOWN HEREON ARE BASED ON A CALCULATED BEARING OF S87°02'55"W ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF SECTION 21, TOWNSHIP 52 SOUTH, RANGE 42 EAST, CITY OF NORTH MIAMI, MIAMI-DADE COUNTY, FLORIDA. THIS BEARING WAS DERIVED FROM MEASURED AND CALCULATED VALUES BASED ON A FIELD BOUNDARY SURVEY. THIS LINE IS WELL-MONUMENTED AND MORE FULLY DESCRIBED ON THE GRAPHIC PORTION OF THIS PLAT.

JURISDICTIONAL WETLANDS EXIST ON THE PARCEL WHICH IS THE SUBJECT OF THIS PLAT. CHAPTER 24-58 OF THE CODE OF MIAMI-DADE COUNTY REQUIRES THAT A PERMIT BE OBTAINED FOR ANY WORK IN, OVER OR UPON TIDAL WATERS OR WETLANDS ANYWHERE IN MIAMI-DADE COUNTY. THE CODE ALSO STATES THAT DREDGING OR FILLING PROPOSED IN CLASS I PERMIT APPLICATIONS SHALL COMPLY WITH ONE OF SIX LISTED (DREDGE AND FILL) CRITERIA [SECTION 24-58.3(B)]. APPROVAL OF THIS PLAT DOES NOT AUTHORIZE ANY WORK OR ACTIVITIES IN JURISDICTIONAL WETLANDS NOR DOES IT INDICATE WHETHER OR NOT A CLASS I (PERMIT) DREDGE AND FILL PROJECT WILL BE APPROVED AT THIS SITE.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAND AS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: THAT THE ATTACHED PLAT ENTITLED "BISCAYNE LANDING," IS A TRUE AND CORRECT REPRESENTATION OF THE LAND HEREIN DESCRIBED AS RECENTLY SURVEYED AND PLATTED UNDER MY DIRECTION; THAT THE SURVEY DATA SHOWN ON THE PLAT COMPLIES WITH THE APPLICABLE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES AND THAT THE PERMANENT REFERENCE MONUMENTS HAVE BEEN SET.

PBSJ, A FLORIDA CORPORATION
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB24
2001 NW 107TH AVENUE
MIAMI, FLORIDA 33172-2507

BY: _____
CARLOS M. DEL VALLE, PLS
PROFESSIONAL LAND SURVEYOR NO. 4408
STATE OF FLORIDA
DATE: DEC. 30, 2003

X:\SURVEY DIVISION\WORK2003\01-1397.00 MUNISPORT\01-1397-01 FINAL PLAT.dwg 11/22/2003 11:53:53 PM EST

PLAT BOOK 161 PAGE 72-3

SHEET 2 OF 4

BISCAYNE LANDING

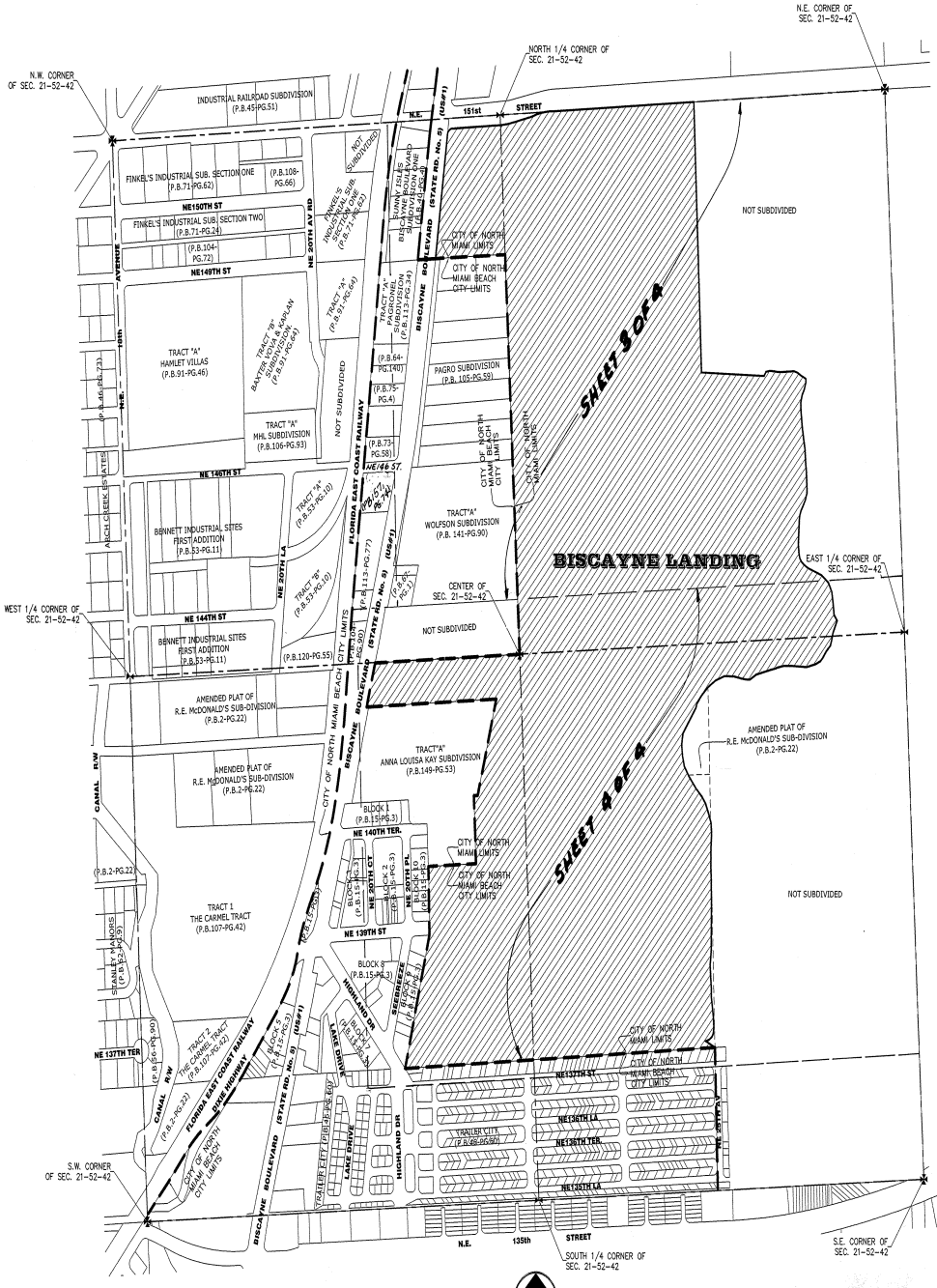
BEING A REPLAT OF A PORTION OF "AMENDED PLAT OF R.E. MCDONALD'S SUB-DIVISION" (PLAT BOOK 2, PAGE 22), TOGETHER WITH A SUBDIVISION OF A PORTION OF THE UNPLATTED EAST 1/2, ALL IN SECTION 21, TOWNSHIP 52 SOUTH, RANGE 42 EAST CITY OF NORTH MIAMI, MIAMI-DADE COUNTY, FLORIDA

PREPARED BY:

PBSJ

CONSULTING ENGINEERS/ARCHITECTS/PLANNERS/LAND SURVEYORS
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB24
2001 N.W. 107TH AVENUE
MIAMI, FLORIDA 33172-2507
305-592-7275

DECEMBER 2003



SURVEYOR'S NOTES:

BEARINGS AS SHOWN HEREON ARE BASED ON A CALCULATED BEARING OF S87°02'55"W ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 52 SOUTH, RANGE 42 EAST, CITY OF NORTH MIAMI, MIAMI-DADE COUNTY, FLORIDA. THIS BEARING WAS DERIVED FROM MEASURED AND CALCULATED VALUES BASED ON A FIELD BOUNDARY SURVEY. THIS LINE IS WELL-MONUMENTED AND MORE FULLY DESCRIBED ON THE GRAPHIC PORTION OF THIS PLAT.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAND AS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTICE IS HEREBY GIVEN OF CERTAIN ENCUMBRANCES OF RECORD THAT MAY AFFECT THE SUBJECT PROPERTY. THESE ENCUMBRANCES ARE DEPICTED FOR INFORMATIONAL PURPOSES ONLY:

A. RIGHT-OF-WAY AS SHOWN ON THE PLAT OF "AMENDED PLAT OF R. E. MCDONALD'S SUB-DIVISION," ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 22.

B. RIGHT-OF-WAY AS ACQUIRED AS SHOWN ON THE RIGHT-OF-WAY PLANS FOR STATE ROAD NO. 4 RIGHT-OF-WAY MAP RECORDED IN ROAD PLAT BOOK 34, PAGE 50.

C. DECLARATION OF RESTRICTIVE COVENANTS EXECUTED BY CITY OF NORTH MIAMI DATED MARCH 14, 2001 RECORDED IN OFFICIAL RECORDS BOOK 19618, PAGE 4307.

D. RESOLUTION NO. 98-50 RECORDED NOVEMBER 25, 1998 IN OFFICIAL RECORDS BOOK 17435, PAGE 2814.

E. EASEMENT AGREEMENT BETWEEN DAYTON HUDSON CORPORATION AND CITY OF NORTH MIAMI DATED OCTOBER 2, 1995 RECORDED IN OFFICIAL RECORDS BOOK 17012, PAGE 4819.

F. RIGHT-OF-WAY EASEMENT RECORDED MAY 10, 1973 IN OFFICIAL RECORDS BOOK 10387, PAGE 1033.

G. RESOLUTION NO. 1594 RECORDED APRIL 20, 1982 IN OFFICIAL RECORDS BOOK 11415, PAGE 178 AND APPARENT UNRECORDED LEASE BETWEEN CITY OF NORTH MIAMI AND MUNIS SPORT INC. AS CITED IN SAID RESOLUTION AND RESOLUTION NO. R76-39 RECORDED IN OFFICIAL RECORDS BOOK 11415, PAGE 205.

H. AGREED ORDER RELATING TO WATER SERVICE RECORDED DECEMBER 24, 1985 IN OFFICIAL RECORDS BOOK 12740, PAGE 3058.

I. AGREED ORDER RELATING TO WATER SERVICE RECORDED DECEMBER 24, 1985 IN OFFICIAL RECORDS BOOK 12740, PAGE 3060.

J. AGREED ORDER RELATING TO SEWAGE SERVICE RECORDED FEBRUARY 11, 1987 IN OFFICIAL RECORDS BOOK 13177, PAGE 1681.

K. GRANT OF EASEMENT TO CITY OF NORTH MIAMI BEACH DATED AUGUST 23, 1988 IN OFFICIAL RECORDS BOOK 13860, PAGE 2136.

L. CITY TRANSPORTATION FACILITY EASEMENT DEED BETWEEN CITY OF NORTH MIAMI AND STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED JUNE 5, 1992 IN OFFICIAL RECORDS BOOK 15541, PAGE 3058.

M. DEVELOPMENT AGREEMENT FOR NORTH MIAMI PERFORMING ARTS AMPHITHEATER RECORDED NOVEMBER 12, 1993 IN OFFICIAL RECORDS BOOK 16126, PAGE 4024.

N. RESOLUTION NO. R92-25 RECORDED AUGUST 7, 1992 IN OFFICIAL RECORDS BOOK 15614, PAGE 2379.

O. NOTICE OF CONTEST DECREE ENTERED BY THE U.S. DISTRICT COURT OF THE SOUTHERN DISTRICT OF FLORIDA STYLED UNITED STATES OF AMERICA VS. NORTH MIAMI FLORIDA CASE NO. 91-2834CIV-MARCUS RECORDED APRIL 23, 1993 IN OFFICIAL RECORDS BOOK 15484, PAGE 2069.

P. MUNISPORT AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND PRESERVE PARTNERS LTD., SAID AGREEMENT DATED NOVEMBER 26, 2002, RECORDED DECEMBER 16, 2002 IN OFFICIAL RECORDS BOOK 20876, PAGE 4370.

NOTE: ALL OF THE RECORDING INFORMATION CONTAINED HEREIN REFERS TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, UNLESS OTHERWISE INDICATED.

RECORDING STATEMENT:

FILED FOR RECORD THIS 19th DAY OF April A.D., 2004 AT 15:42 P.M. IN BOOK 161 OF PLATS AT PAGE 72-3. THIS PLAT COMPLIES WITH THE LAWS OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY, FLORIDA.

HARVEY RUVIN
CLERK OF THE CIRCUIT COURT

20040275493

BY: _____
DEPUTY CLERK

LOCATION MAP

SECTION 21, TOWNSHIP 52 SOUTH, RANGE 42 EAST

SCALE : 1" = 300'

X:\SURVEY DIVISION\WORK2003\01-1397.00 MUNISPORT\01-1397-01 FINAL PLAT.dwg 11/22/2003 11:53:53 PM EST

BISCAYNE LANDING

PLAT BOOK 161 PAGE 72-3

SHEET 3 OF 4

BEING A REPLAT OF A PORTION OF "AMENDED PLAT OF R.E. MCDONALD'S SUB-DIVISION" (PLAT BOOK 2, PAGE 22), TOGETHER WITH A SUBDIVISION OF A PORTION OF THE UNPLATTED EAST 1/2, ALL IN SECTION 21, TOWNSHIP 52 SOUTH, RANGE 42 EAST CITY OF NORTH MIAMI, MIAMI-DADE COUNTY, FLORIDA

DETAIL "A" (NOT TO SCALE)
FLORIDA DEPT. OF TRANSPORTATION
EASEMENT DEED (O.R.B. 15541, PG. 3058)

PREPARED BY:
PBS&J
CONSULTING ENGINEERS/ARCHITECTS/PLANNERS/LAND SURVEYORS
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB24
2001 N.W. 107TH AVENUE
MIAMI, FLORIDA 33172-2507
305-592-7275
DECEMBER 2003

SCALE: 1"=120'

NOT SUBDIVIDED
SECTION 16, TOWNSHIP 52 SOUTH, RANGE 42 EAST

N.E. 151st STREET

POINT OF BEGINNING
N.E. CORNER, WEST 1/2, N.E.1/4
SEC. 21-52-42

POINT OF COMMENCEMENT
NE CORNER OF SECTION 21-52-42
FOUND 1" IRON PIPE
(NO IDENTIFICATION)
CERTIFIED CORNER RECORD No 13155

NORTH 1/4 CORNER OF SECTION 21-52-42
FOUND PK BRAND NAIL AND WASHER STAMPED "LB 87"
CERTIFIED CORNER RECORD No. 74019

BISCAYNE BOULEVARD (STATE RD. No. 5) (US#1)

SUNNY ISLES BYSCAYNE BOULEVARD SUBDIVISION (PLAT BOOK 40, PAGE 4)

"MELISSA SUBDIVISION" (PLAT BOOK 113, PAGE 77)

TRACT "A" PAGRO SUBDIVISION (PLAT BOOK 113, PAGE 34)

PAGRO SUBDIVISION (PLAT BOOK 105, PAGE 59)

MORROW SUBDIVISION (PLAT BOOK 64, PAGE 140)

LA BELL (PLAT BOOK 75, PAGE 4)

TRACT 21 TARR CORNER (PLAT BOOK 73, PAGE 58)

N.E. 146th ST.

TRACT "A" GALA DEVELOPMENT TRACT (PLAT BOOK 157, PAGE 74) UNSUBDIVIDED

TRACT "A" WOLFSON SUBDIVISION (PLAT BOOK 141, PAGE 90)

TRACT "A" L.G. SMITH TRACT (PLAT BOOK 67, PAGE 1)

CITY OF NORTH MIAMI BEACH CITY LIMITS

CITY OF NORTH MIAMI CITY LIMITS

LAKE

NOT SUBDIVIDED NE 1/4 OF NE 1/4 SECTION 21, TOWNSHIP 52 SOUTH, RANGE 42 EAST

NOT SUBDIVIDED PORTION OF SE 1/4, NE 1/4 SECTION 21, TOWNSHIP 52 SOUTH, RANGE 42 EAST

EAST LINE OF SECTION 21-52-42

TRACT "A"
BISCAYNE LANDING
AREA = 193.55 acres ±

ABBREVIATIONS:

AV	AVENUE
CT	COURT
L	LENGTH (WHEN USED IN CURVE)
LA	LANE
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R	RADIUS
R/W	RIGHT OF WAY
(R)	RECORD
SEC.	SECTION
ST.	STREET
TER.	TERRACE
TAN	TANGENT

LEGEND

- ℄ CENTERLINE
- Δ CENTRAL ANGLE OF CURVE
- ● PCP PERMANENT CONTROL POINT (SET PK BRAND NAIL AND DISC STAMPED "PBS&J PCP LB24" IN HARDSCAPE SURFACE.)
- ◉ PRM PERMANENT REFERENCE MONUMENT (SET CONCRETE MONUMENT WITH ALUMINUM DISC STAMPED PBS&J PRM LB 24" UNLESS OTHERWISE SHOWN.)
- + PERMANENT REFERENCE MONUMENT (SET CONCRETE MONUMENT WITH ALUMINUM DISC STAMPED "PBS&J PRM LB 24") THIS SYMBOL WAS APPLIED FOR CLARITY TO THOSE COURSES MEASURING LESS THAN 100 FEET IN LENGTH ALONG THE EASTERLY BOUNDARY OF THIS PLAT.

SURVEYOR'S NOTES:

BEARINGS AS SHOWN HEREON ARE BASED ON A CALCULATED BEARING OF S87°02'55"W ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF SECTION 21, TOWNSHIP 52 SOUTH, RANGE 42 EAST, CITY OF NORTH MIAMI, MIAMI-DADE COUNTY, FLORIDA. THIS BEARING WAS DERIVED FROM MEASURED AND CALCULATED VALUES BASED ON A FIELD BOUNDARY SURVEY. THIS LINE IS WELL-MONUMENTED AND MORE FULLY DESCRIBED ON THE GRAPHIC PORTION OF THIS PLAT.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAND AS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

RECORDING STATEMENT:

FILED FOR RECORD THIS 19TH DAY OF APRIL A.D., 2004 AT 15 42 P.M., IN BOOK 161 OF PLATS AT PAGE 72-3, THIS PLAT COMPLIES WITH THE LAWS OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY, FLORIDA.

HARVEY RUVIN
CLERK OF THE CIRCUIT COURT

BY: 20040275493
DEPUTY CLERK

MATCH LINE (SEE SHEET 4 OF 4)

X:\SURVEY DIVISION\WORK2003\01-1397.00 MUNISPORT\01-1397-01 FINAL PLAT.dwg 11/22/2003 11:53:53 PM EST

BISCAYNE LANDING

PLAT BOOK 161 PAGE 72

SHEET 4 OF 4

BEING A REPLAT OF A PORTION OF "AMENDED PLAT OF R.E. MCDONALD'S SUB-DIVISION" (PLAT BOOK 2, PAGE 22), TOGETHER WITH A SUBDIVISION OF A PORTION OF THE UNPLATTED EAST 1/2, ALL IN SECTION 21, TOWNSHIP 52 SOUTH, RANGE 42 EAST CITY OF NORTH MIAMI, MIAMI-DADE COUNTY, FLORIDA

LEGEND

- Δ CENTRAL ANGLE OF CURVE
- ● PCP PERMANENT CONTROL POINT (SET PK BRAND NAIL AND DISC STAMPED "PBS&J PCP LB24" IN HARDSCAPE SURFACE.)
- ◉ PRM PERMANENT REFERENCE MONUMENT (SET CONCRETE MONUMENT WITH ALUMINUM DISC STAMPED PBS&J PRM LB 24" UNLESS OTHERWISE SHOWN.)
- + PERMANENT REFERENCE MONUMENT (SET CONCRETE MONUMENT WITH ALUMINUM DISC STAMPED "PBS&J PRM LB 24") THIS SYMBOL WAS APPLIED FOR CLARITY TO THOSE COURSES MEASURING LESS THAN 100 FEET IN LENGTH ALONG THE EASTERLY BOUNDARY OF THIS PLAT.

ABBREVIATIONS:

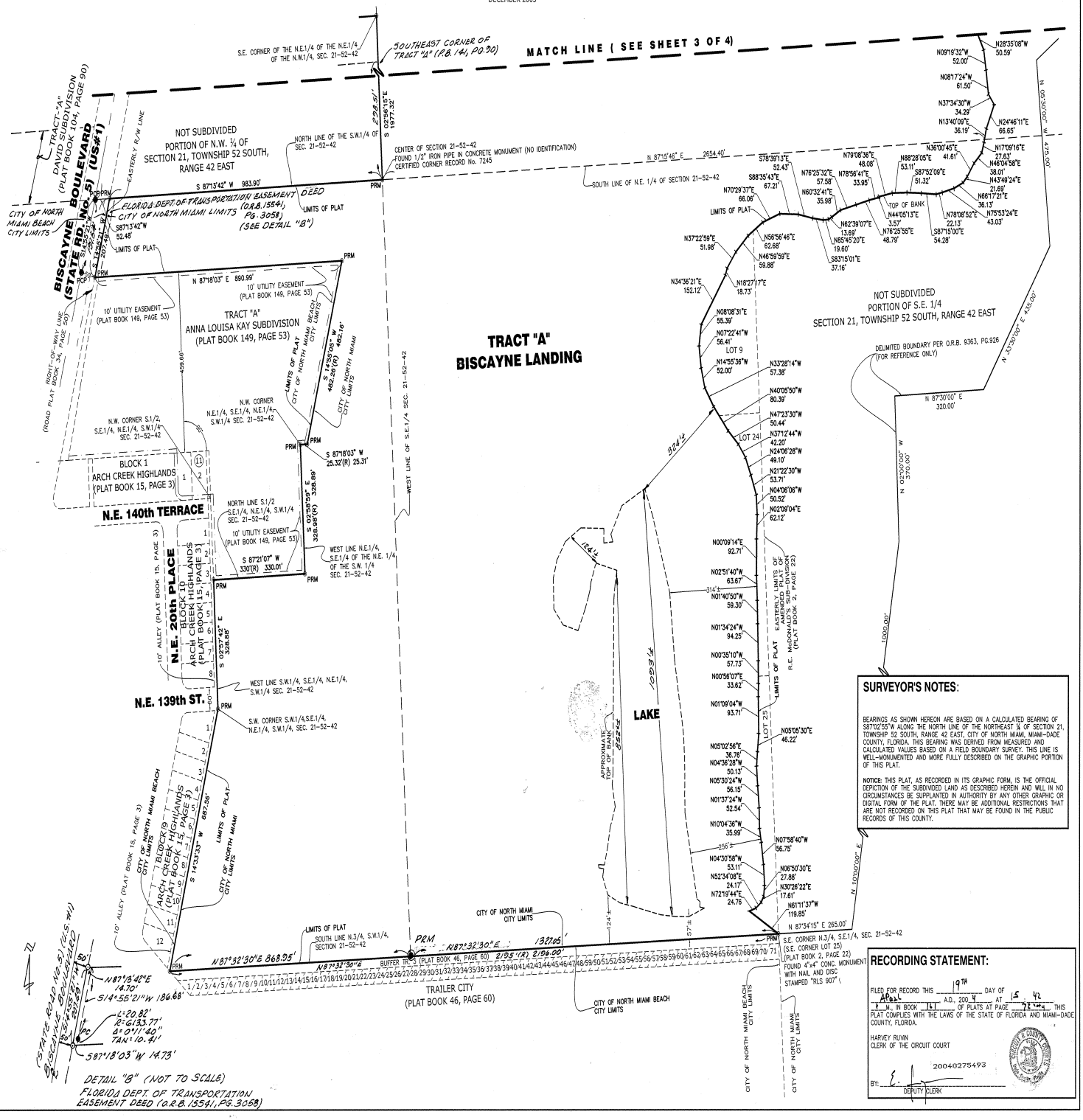
AV	AVENUE
CT	COURT
L	LENGTH (WHEN USED IN CURVE)
LA	LANE
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R	RADIUS
R/W	RIGHT OF WAY
(R)	RECORD
SEC.	SECTION
ST.	STREET
TER.	TERRACE
TAN	TANGENT

PREPARED BY:

PBSJ

CONSULTING ENGINEERS/ARCHITECTS/PLANNERS/LAND SURVEYORS
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB24
2001 N.W. 107TH AVENUE
MIAMI, FLORIDA 33172-2507
305-592-7275
DECEMBER 2003

0 60 120 240 360
SCALE: 1"=120'



SURVEYOR'S NOTES:

BEARINGS AS SHOWN HEREON ARE BASED ON A CALCULATED BEARING OF S87°02'55"W ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF SECTION 21, TOWNSHIP 52 SOUTH, RANGE 42 EAST, CITY OF NORTH MIAMI, MIAMI-DADE COUNTY, FLORIDA. THIS BEARING WAS DERIVED FROM MEASURED AND CALCULATED VALUES BASED ON A FIELD BOUNDARY SURVEY. THIS LINE IS WELL-MONUMENTED AND MORE FULLY DESCRIBED ON THE GRAPHIC PORTION OF THIS PLAT.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAND AS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

RECORDING STATEMENT:

FILED FOR RECORD THIS 19TH DAY OF APRIL A.D., 2004 AT 12:15 P.M., IN BOOK 161 OF PLATS AT PAGE 72-74 THIS PLAT COMPLIES WITH THE LAWS OF THE STATE OF FLORIDA AND MIAMI-DADE COUNTY, FLORIDA.

HARVEY RUVIN
CLERK OF THE CIRCUIT COURT

20040275493

BY: _____ DEPUTY CLERK

X:\SURVEY DIVISION\WORK\2003\01-1397.00 MUNISPORT\01-1397-01 FINAL PLAT.dwg 11/22/2003 11:53:53 PM EST

LEGAL DESCRIPTION:

A PORTION OF THE 10 FOOT WIDE PUBLIC ALLEY, THE NORTHWESTERLY LINE OF WHICH IS COINCIDENT WITH THE SOUTHEASTERLY LINE OF LOTS 1, 2, 3, AND 4, ALL IN BLOCK 9, ARCH CREEK HIGHLANDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 3, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING BOUNDED TO THE NORTH BY THE EASTERLY PROLONGATION OF THE NORTH LINE OF SAID LOT 1; BOUNDED TO THE SOUTHEAST BY THE SOUTHEASTERLY LINE OF SAID 10 FOOT WIDE PUBLIC ALLEY; BOUNDED TO THE SOUTHWEST BY A LINE PERPENDICULAR TO SOUTHEASTERLY LINE OF SAID LOT 4, BLOCK 9, AND PASSING THROUGH THE SOUTHEAST CORNER OF SAID LOT 4, BLOCK 9; AND BEING BOUNDED TO THE NORTHWEST BY THE SOUTHEASTERLY LINE OF SAID LOTS 1 THROUGH 4 INCLUSIVE.

SAID PORTION OF ALLEY CONTAINS 2,359 SQUARE FEET OR 0.054 ACRES, MORE OR LESS.

TOGETHER WITH:

A PORTION OF THE 10 FOOT WIDE PUBLIC ALLEY, THE WESTERLY LINE OF WHICH IS COINCIDENT WITH THE EASTERLY LINE OF LOTS 1, 2, 3, 4, 5, 6, 7, AND 8, ALL IN BLOCK 10, ARCH CREEK HIGHLANDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 3, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING BOUNDED TO THE NORTH BY THE EASTERLY PROLONGATION OF THE NORTH LINE OF SAID LOT 1; BOUNDED TO THE EAST BY THE EASTERLY LINE OF SAID 10 FOOT WIDE PUBLIC ALLEY; BOUNDED TO THE SOUTH BY THE EASTERLY PROLONGATION OF THE SOUTH LINE OF SAID LOT 8; AND BEING BOUNDED TO THE WEST BY THE EASTERLY LINE OF SAID LOTS 1 THROUGH 8 INCLUSIVE.

SAID PORTION OF ALLY CONTAINS 4,300 SQUARE FEET OR 0.099 ACRES, MORE OR LESS.

ALL OF THE FORGOING CONTAINING AN AGGREGATE AREA OF 6,659 SQUARE FEET (0.153 ACRES) MORE OR LESS.

Beigelman, Alex

From: Javares Hall <jhall@breezeline.com>
Sent: Monday, March 17, 2025 1:28 PM
To: Beigelman, Alex
Cc: Mark Tenore; Pete Freytag
Subject: Re: Arch Creek | Alley Vacation No Objection Request

You don't often get email from jhall@breezeline.com. Learn why this is important

Good afternoon Alex,

After reviewing the description of your work boundary, Breezeline although close has No Facilities within/near the proposed work boundary.

.

Please contact me with any questions or concerns!

Thanks!

Javares Hall
C: 305.213.9908
E: JHall@breezeline.com
Breezeline.com
3541 Enterprise Way, • Miramar, FL 33025

To help protect your privacy, Microsoft Office prevented automatic download of this picture from the Internet.

On Mon, Mar 17, 2025 at 11:39 AM Beigelman, Alex <Alex.Beigelman@kimley-horn.com> wrote:

> Good morning Javares,
>
> Please see the attached letter listing the specific folio numbers for the project and a map on the second page, for your reference.
>
> Thank you,
>
> **Alex Beigelman**
> **Kimley-Horn** | 8201 Peters Road, Suite 2200, Plantation, FL 33324
> Direct: (954) 256-5712 | Main: (954) 535-5100

AT&T Florida
600 NW 79th Ave., Room 360
Miami, FL 33126

Tel: 305-341-8723
Email: gm6244@att.com

Marchr 18th , 2025

Attn: Alex Beigelman
Kimley-Horn and Associates, Inc.
8201 Peters Road, Suite 2200
Plantation, FL 33324

Re: Arch Creek Alley– Letter of No Objection – 10' Alley per P.B. 15, PG. 3

Mr. Beigelman,

On behalf of BellSouth Telecommunications, LLC d/b/a AT&T Florida, this letter shall serve as notice of "**non-objection**" to the closure/vacation of the utility easement and consents to the recording of Miami-Dade 10-ft alley as recorded per Miami-Dade County P.B. 15, PG. 3 along the eastern edge of Block 10, Lots 1 through 10 bounded to the north by NE 140th Street, to the west by NE 20th Place and to the south by NE 139th Street, and along the three lots on the south side of NE 139th Street, in the City of North Miami Beach.
Folio #: 07-2221-002-0770, 07-2221-002-0780, 07-2221-002-0790, 07-2221-002-0800, 07-2221-002-0801, 07-2221-002-0810, 07-2221-002-0820, 07-2221-002-0690,
07-2221-002-0700 and 07-2221-002-0701.

Based on a review of available records and/ or field verification, AT&T does not have existing facilities within the identified limits of the aforementioned defined area.

If you need additional information or should any questions, comments or concerns arise, please do not hesitate to contact me.

Sincerely,

Gisell Menendez
Sr Specialist-OSP Design Engineer, ACE, South Florida Engineering

COMCAST

Engineering – Design Department
6565 Nova Drive. Davie, Fl 33317

March 19, 2025

Alex Beigelman
Kimley-Horn and Associates, Inc.
(954) 256-5712
Alex.Beigelman@Kimley-Horn.com

RE: NAI Arch Creek- Letter No Objection to Release of 10' Alley per P.B. 15, PG. 3

Dear Mr. Alex Beigelman:

On behalf of Comcast this letter shall serve as a notice of "No-Objection" to the following:

1. No objection to vacation 10' Alley as recorded per Miami-Dade County P.B. 15, PG. 3 along the eastern edge of Block 10, Lots 1through 10 bounded to the north by NE 140th Street, to the west by NE 20th Place and to the south by NE 139th Street in the City of North Miami Beach.

   The folio numbers for the affected properties are: 07-2221-002-0770, 07-2221-002-0780, 07-2221-002-0790, 07-2221-002-0800, 07-2221-002-0801, 07-2221-002-0810, 07-2221-002-0820, 07-2221-002-0690, 07-2221-002-0700 and 07-2221-002-0701.

If you have any questions, please feel free to contact us.

Sincerely,

Maria Nunez
Comcast/ Southern Division (RDC)
6565 Nova Drive
Davie, FL 33317
E-MAIL: maria_nunez@comcast.com

Beigelman, Alex

From: Dickerson, Rashad <Rashad.Dickerson@crowncastle.com>
Sent: Monday, March 17, 2025 12:00 PM
To: Beigelman, Alex
Cc: Cure, Gabriella; Thannickal, Reneev; Shugars, Gregory; Trudel, John; Ivan.Gordon; Florida Reviews
Subject: RE: NOC0038690 RE: Arch Creek | Alley Vacation No Objection Request

Hello Alex

We have revised the plan for reference Project NOC0038690. We do not have the facilities in the projects limits For the alleyway in question. This can be seen in the prints.

Please reach out to Florida Reviews CrownCastleFloridaReviews@crowncastle.com if you require more information or have questions or concerns.

Sincerely.

Rashad Dickerson
Network Records specialist
Phone: (678) 726 6146

Crown Castle
8020 Katy Freeway, Houston, TX 77024
CrownCastle.com

From: Beigelman, Alex <Alex.Beigelman@kimley-horn.com>
Sent: Monday, March 17, 2025 11:55 AM
To: Dickerson, Rashad <Rashad.Dickerson@crowncastle.com>
Cc: Cure, Gabriella <Gabriella.Cure@crowncastle.com>; Thannickal, Reneev <Reneev.Thannickal@crowncastle.com>; Shugars, Gregory <Gregory.Shugars@crowncastle.com>; Trudel, John <John.Trudel@crowncastle.com>; Gordon, Ivan <Ivan.Gordon@crowncastle.com>; Florida Reviews <CrownCastleFloridaReviews@crowncastle.com>
Subject: RE: NOC0038690 RE: Arch Creek | Alley Vacation No Objection Request

You don't often get email from alex.beigelman@kimley-horn.com. Learn why this is important

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Rashad,

Just following up on this request. Any chance you could issue a quick letter stating you have no utilities in that alleyway, as that atlas printout shows, and you have no objection to its closure? Attached is an updated letter and map for your use.

Thank you,

Alex Beigelman
Kimley-Horn | 8201 Peters Road, Suite 2200, Plantation, FL 33324
Direct: (954) 256-5712 | Main: (954) 535-5100
Connect with us: Twitter | LinkedIn | Facebook | Instagram | Kimley-Horn.com

Celebrating 17 years as one of FORTUNE's 100 Best Companies to Work For

---

From: Beigelman, Alex
Sent: Thursday, March 13, 2025 8:31 AM
To: Dickerson, Rashad <Rashad.Dickerson@crowncastle.com>
Cc: Cure, Gabriella <Gabriella.Cure@crowncastle.com>; Thannickal, Reneev <Reneev.Thannickal@crowncastle.com>; Shugars, Gregory <Gregory.Shugars@crowncastle.com>; Trudel, John <John.Trudel@crowncastle.com>; Ivan.Gordon <Ivan.Gordon@crowncastle.com>; Florida Reviews <CrownCastleFloridaReviews@crowncastle.com>
Subject: RE: NOC0038690 RE: Arch Creek | Alley Vacation No Objection Request

Thank you Rashad.

Any chance you can issue a quick letter of no objection to the vacation of that alley being that you have no utilities using it?

Thanks,

Alex Beigelman
Kimley-Horn | 8201 Peters Road, Suite 2200, Plantation, FL 33324
Direct: (954) 256-5712 | Main: (954) 535-5100
Connect with us: Twitter | LinkedIn | Facebook | Instagram | Kimley-Horn.com

Celebrating 17 years as one of FORTUNE's 100 Best Companies to Work For

---

From: Dickerson, Rashad <Rashad.Dickerson@crowncastle.com>
Sent: Thursday, March 13, 2025 8:17 AM
To: Beigelman, Alex <Alex.Beigelman@kimley-horn.com>
Cc: Cure, Gabriella <Gabriella.Cure@crowncastle.com>; Thannickal, Reneev <Reneev.Thannickal@crowncastle.com>; Shugars, Gregory <Gregory.Shugars@crowncastle.com>; Trudel, John <John.Trudel@crowncastle.com>; Ivan.Gordon <Ivan.Gordon@crowncastle.com>; Florida Reviews <CrownCastleFloridaReviews@crowncastle.com>
Subject: UDR:NOC0038690 RE: Arch Creek | Alley Vacation No Objection Request

> You don't often get email from rashad.dickerson@crowncastle.com. Learn why this is important

Hello, Alex

Please see the Completed Utility Request attacted in response to your Inquiry

If there are any questions or concerns, please do not hesitate to Follow up with us.

Sincerely.

Rashad Dickerson
Network Records specialist
Phone: (678) 726 6146

Crown Castle
8020 Katy Freeway, Houston, TX 77024
CrownCastle.com

From: Beigelman, Alex <Alex.Beigelman@kimley-horn.com>
Sent: Tuesday, March 11, 2025 2:59 PM
To: Fiber Dig Facilities <fiber.dig@crowncastle.com>
Subject: Arch Creek | Alley Vacation No Objection Request

You don't often get email from alex.beigelman@kimley-horn.com. Learn why this is important

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon –
Please see the attached letter requesting a notice of "No Objection" to the closure and vacation of a 10' alley along NE 20th Place in City of North Miami Beach, FL.
Please reach out anytime with any questions. We look forward to hearing from you.
Thank you,
Alex

Alex Beigelman
Kimley-Horn | 8201 Peters Road, Suite 2200, Plantation, FL 33324
Direct: (954) 256-5712 | Main: (954) 535-5100
Connect with us: Twitter | LinkedIn | Facebook | Instagram | Kimley-Horn.com
Celebrating 17 years as one of FORTUNE's 100 Best Companies to Work For

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This email may contain confidential or privileged material. Use or disclosure of it by anyone other than the recipient is unauthorized. If you are not an intended recipient, please delete this email.

Beigelman, Alex

From: Relocation-LUMEN <relocations@lumen.com>
Sent: Wednesday, March 12, 2025 2:03 PM
To: Beigelman, Alex
Subject: P-644080 : RELO - Arch Creek Alley Vacation

Date: 3/12/2025
Attn: Alex Beigelman
RE: RELO - Arch Creek Alley Vacation
Requestor Project ID:

It has been determined that Lumen does not have facilities within your proposed construction area.

Any changes or additions to the project plans or parameters must be submitted using the Lumen Relocation Request Portal by selecting the option "Update An Existing Project". Please reference the Project ID P-644080 with any future communications.

Thank you for your cooperation!

Lumen Intake Team
relocations@lumen.com

Remember: Please contact your State One Call prior to construction – call811.com or dial 811 on your phone.

This communication is the property of Lumen Technologies and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

5/8/2025

Alex Beigelman
8201 Peters Road, Suite 2200
Plantation, FL 33324

Re: Letter of No Objection
P.B. 15, PG. 3 along the eastern edge of Block 10, Lots 1 through 10 bounded to the north by NE 140th Street, to the west by NE 20th Place and to the south by NE 139th Street

Name:

Thank you for contacting FPL about the No Objection as to the closure/ vacation of the 10-ft alley as recorded per Miami-Dade County P.B. 15, PG. 3t of 07-2221-002-0770, 07-2221-002-0780, 07-2221-002- 0790, 07-2221-002-0800, 07-2221-002-0801, 07-2221-002-0810, 07-2221-002-0820, 07-2221-002-0690, 07-2221-002-0700 and 07-2221-002-0701 in the platted utility easement at the referenced location. FPL has no objection to this existing closure and will not require its removal.

If I can be of any further assistance, please contact me at 786-931-6008.

Sincerely,

Maria Pierson
Associate Engineer

April 9th, 2025

Alex Beigelman
Kimley-Horn and Associates, Inc.
Alex.Beigelman@Kimley-Horn.com
(954) 256-5712

Re: ***NAI Arch Creek***
Request for Letter No Objection to Release of 10' Alley per P.B. 15, PG. 3)

Dear Mr. Beigelman:

On behalf of Hotwire Communications this letter shall serve as a notice of "No objection" as to the closure/vacation of the 10-ft alley as recorded per Miami-Dade County P.B. 15, PG. 3 along the eastern edge of Block 10, Lots 1 through 10 bounded to the north by NE 140th Street, to the west by NE 20th Place and to the south by NE 139th Street, and along the three lots on the south side of NE 139th Street, in the City of North Miami Beach.

The folio numbers for the affected properties are: 07-2221-002-0770, 07-2221-002-0780, 07-2221-002-0790, 07-2221-002-0800, 07-2221-002-0801, 07-2221-002-0810, 07-2221-002-0820, 07-2221-002-0690, 07-2221-002-0700 and 07-2221-002-0701.

If you have any questions, please contact me at (954) 248-7396 or via email at walter.sancho-davila@hotwiremail.com

Sincerely,

Walter Sancho-Davila

Walter Sancho-Davila
Project Manager - OSP Engineering

March 19, 2025

Alex Beigelman
Kimley- Horn and Associates
8201 Peters Road, suite 2200
Plantation, Florida 33324

Re: Letter of no objection
Project name: NAI Arch Creek
Location: NE 20 place between 139 – 140 St
Folios: 07-2221-0002-0770, -0780, -0790, -0800, -0801, -0810, -0820-, -0690, -0700, -0701

Dear Mr. Beigelman:

As per your request, this letter shall serve as confirmation that NMB Water has no objection with vacating the 10-foot alleyway as recorded in Plat Book 15 at page 3 of Miami-Dade County records, along the east edge of lots 1 through 10, Block 10.

Feel free to contact me should you have any questions on this matter.

Very truly yours,

Karim Rossy

Karim Rossy
Infrastructure Development Manager
NMBWater

2.e.ix. Sprint (To be provided)

March 19, 2025

To: Alex Beigelman
Kimley-Horn
8201 Peters Road,
Suite 2200,
Plantation, FL 33324

RE: Letter of No Objection to release 10' Alley per P. B. 15, PG. 3
NE 140th St & NE 20th Pl,
Miami, FL, 33181

To Whom It May Concern:

Thank you for contacting Peoples Gas System, Inc. ("PGS") regarding the release of the 10' alley at the above referenced location. After reviewing the documents provided, TECO-PGS has NO objection to this request. TECO-PGS does not have any active facilities in this specified area.

If you have further questions, please do not hesitate to call.

Sincerely,

Cheyenne Thompson

Cheyenne Thompson
Admin Specialist Sr., PGS Distribution Design
Peoples Gas System, Inc. ("PGS"), Central Territory
8416 Palm River Rd
Tampa, FL 33619
813-275-3710

Beigelman, Alex

From: Javares Hall <jhall@breezeline.com>
Sent: Monday, March 17, 2025 1:28 PM
To: Beigelman, Alex
Cc: Mark Tenore; Pete Freytag
Subject: Re: Arch Creek | Alley Vacation No Objection Request

You don't often get email from jhall@breezeline.com. Learn why this is important

Good afternoon Alex,

After reviewing the description of your work boundary, Breezeline although close has No Facilities within/near the proposed work boundary.

.

Please contact me with any questions or concerns!

Thanks!

Javares Hall
C: 305.213.9908
E: JHall@breezeline.com
Breezeline.com
3541 Enterprise Way, • Miramar, FL 33025

To help protect your privacy, Microsoft Office prevented automatic download of this picture from the Internet.

On Mon, Mar 17, 2025 at 11:39 AM Beigelman, Alex <Alex.Beigelman@kimley-horn.com> wrote:

> Good morning Javares,
>
> Please see the attached letter listing the specific folio numbers for the project and a map on the second page, for your reference.
>
> Thank you,
>
> **Alex Beigelman**
> **Kimley-Horn** | 8201 Peters Road, Suite 2200, Plantation, FL 33324
> Direct: (954) 256-5712 | Main: (954) 535-5100

AT&T Florida
600 NW 79th Ave., Room 360
Miami, FL 33126

Tel: 305-341-8723
Email: gm6244@att.com

Marchr 18th , 2025

Attn: Alex Beigelman
Kimley-Horn and Associates, Inc.
8201 Peters Road, Suite 2200
Plantation, FL 33324

Re: Arch Creek Alley– Letter of No Objection – 10' Alley per P.B. 15, PG. 3

Mr. Beigelman,

On behalf of BellSouth Telecommunications, LLC d/b/a AT&T Florida, this letter shall serve as notice of "**non-objection**" to the closure/vacation of the utility easement and consents to the recording of Miami-Dade 10-ft alley as recorded per Miami-Dade County P.B. 15, PG. 3 along the eastern edge of Block 10, Lots 1 through 10 bounded to the north by NE 140th Street, to the west by NE 20th Place and to the south by NE 139th Street, and along the three lots on the south side of NE 139th Street, in the City of North Miami Beach.
Folio #: 07-2221-002-0770, 07-2221-002-0780, 07-2221-002-0790, 07-2221-002-0800, 07-2221-002-0801, 07-2221-002-0810, 07-2221-002-0820, 07-2221-002-0690,
07-2221-002-0700 and 07-2221-002-0701.

Based on a review of available records and/ or field verification, AT&T does not have existing facilities within the identified limits of the aforementioned defined area.

If you need additional information or should any questions, comments or concerns arise, please do not hesitate to contact me.

Sincerely,

Gisell Menendez
Sr Specialist-OSP Design Engineer, ACE, South Florida Engineering

COMCAST

Engineering – Design Department
6565 Nova Drive. Davie, Fl 33317

March 19, 2025

Alex Beigelman
Kimley-Horn and Associates, Inc.
(954) 256-5712
Alex.Beigelman@Kimley-Horn.com

RE: NAI Arch Creek- Letter No Objection to Release of 10' Alley per P.B. 15, PG. 3

Dear Mr. Alex Beigelman:

On behalf of Comcast this letter shall serve as a notice of "No-Objection" to the following:

1. No objection to vacation 10' Alley as recorded per Miami-Dade County P.B. 15, PG. 3 along the eastern edge of Block 10, Lots 1through 10 bounded to the north by NE 140th Street, to the west by NE 20th Place and to the south by NE 139th Street in the City of North Miami Beach.

   The folio numbers for the affected properties are: 07-2221-002-0770, 07-2221-002-0780, 07-2221-002-0790, 07-2221-002-0800, 07-2221-002-0801, 07-2221-002-0810, 07-2221-002-0820, 07-2221-002-0690, 07-2221-002-0700 and 07-2221-002-0701.

If you have any questions, please feel free to contact us.

Sincerely,

Maria Nunez Digitally signed by Maria Nunez
Date: 2025.03.19 11:31:28 -04'00'

Maria Nunez
Comcast/ Southern Division (RDC)
6565 Nova Drive
Davie, FL 33317
E-MAIL: maria_nunez@comcast.com

Beigelman, Alex

From: Dickerson, Rashad <Rashad.Dickerson@crowncastle.com>
Sent: Monday, March 17, 2025 12:00 PM
To: Beigelman, Alex
Cc: Cure, Gabriella; Thannickal, Reneev; Shugars, Gregory; Trudel, John; Ivan.Gordon; Florida Reviews
Subject: RE: NOC0038690 RE: Arch Creek | Alley Vacation No Objection Request

Hello Alex

We have revised the plan for reference Project NOC0038690. We do not have the facilities in the projects limits For the alleyway in question. This can be seen in the prints.

Please reach out to Florida Reviews CrownCastleFloridaReviews@crowncastle.com if you require more information or have questions or concerns.

Sincerely.

Rashad Dickerson
Network Records specialist
Phone: (678) 726 6146

Crown Castle
8020 Katy Freeway, Houston, TX 77024
CrownCastle.com

From: Beigelman, Alex <Alex.Beigelman@kimley-horn.com>
Sent: Monday, March 17, 2025 11:55 AM
To: Dickerson, Rashad <Rashad.Dickerson@crowncastle.com>
Cc: Cure, Gabriella <Gabriella.Cure@crowncastle.com>; Thannickal, Reneev <Reneev.Thannickal@crowncastle.com>; Shugars, Gregory <Gregory.Shugars@crowncastle.com>; Trudel, John <John.Trudel@crowncastle.com>; Gordon, Ivan <Ivan.Gordon@crowncastle.com>; Florida Reviews <CrownCastleFloridaReviews@crowncastle.com>
Subject: RE: NOC0038690 RE: Arch Creek | Alley Vacation No Objection Request

You don't often get email from alex.beigelman@kimley-horn.com. Learn why this is important

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Rashad,

Just following up on this request. Any chance you could issue a quick letter stating you have no utilities in that alleyway, as that atlas printout shows, and you have no objection to its closure? Attached is an updated letter and map for your use.

Thank you,

Alex Beigelman
Kimley-Horn | 8201 Peters Road, Suite 2200, Plantation, FL 33324
Direct: (954) 256-5712 | Main: (954) 535-5100
Connect with us: Twitter | LinkedIn | Facebook | Instagram | Kimley-Horn.com

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---

From: Beigelman, Alex
Sent: Thursday, March 13, 2025 8:31 AM
To: Dickerson, Rashad <Rashad.Dickerson@crowncastle.com>
Cc: Cure, Gabriella <Gabriella.Cure@crowncastle.com>; Thannickal, Reneev <Reneev.Thannickal@crowncastle.com>; Shugars, Gregory <Gregory.Shugars@crowncastle.com>; Trudel, John <John.Trudel@crowncastle.com>; Ivan.Gordon <Ivan.Gordon@crowncastle.com>; Florida Reviews <CrownCastleFloridaReviews@crowncastle.com>
Subject: RE: NOC0038690 RE: Arch Creek | Alley Vacation No Objection Request

Thank you Rashad.

Any chance you can issue a quick letter of no objection to the vacation of that alley being that you have no utilities using it?

Thanks,

Alex Beigelman
Kimley-Horn | 8201 Peters Road, Suite 2200, Plantation, FL 33324
Direct: (954) 256-5712 | Main: (954) 535-5100
Connect with us: Twitter | LinkedIn | Facebook | Instagram | Kimley-Horn.com

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---

From: Dickerson, Rashad <Rashad.Dickerson@crowncastle.com>
Sent: Thursday, March 13, 2025 8:17 AM
To: Beigelman, Alex <Alex.Beigelman@kimley-horn.com>
Cc: Cure, Gabriella <Gabriella.Cure@crowncastle.com>; Thannickal, Reneev <Reneev.Thannickal@crowncastle.com>; Shugars, Gregory <Gregory.Shugars@crowncastle.com>; Trudel, John <John.Trudel@crowncastle.com>; Ivan.Gordon <Ivan.Gordon@crowncastle.com>; Florida Reviews <CrownCastleFloridaReviews@crowncastle.com>
Subject: UDR:NOC0038690 RE: Arch Creek | Alley Vacation No Objection Request

> You don't often get email from rashad.dickerson@crowncastle.com. Learn why this is important

Hello, Alex

Please see the Completed Utility Request attacted in response to your Inquiry

If there are any questions or concerns, please do not hesitate to Follow up with us.

Sincerely.

Rashad Dickerson
Network Records specialist
Phone: (678) 726 6146

Crown Castle
8020 Katy Freeway, Houston, TX 77024
CrownCastle.com

From: Beigelman, Alex <Alex.Beigelman@kimley-horn.com>
Sent: Tuesday, March 11, 2025 2:59 PM
To: Fiber Dig Facilities <fiber.dig@crowncastle.com>
Subject: Arch Creek | Alley Vacation No Objection Request

You don't often get email from alex.beigelman@kimley-horn.com. Learn why this is important

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon –
Please see the attached letter requesting a notice of "No Objection" to the closure and vacation of a 10' alley along NE 20th Place in City of North Miami Beach, FL.
Please reach out anytime with any questions. We look forward to hearing from you.
Thank you,
Alex

Alex Beigelman
Kimley-Horn | 8201 Peters Road, Suite 2200, Plantation, FL 33324
Direct: (954) 256-5712 | Main: (954) 535-5100
Connect with us: Twitter | LinkedIn | Facebook | Instagram | Kimley-Horn.com
Celebrating 17 years as one of FORTUNE's 100 Best Companies to Work For

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This email may contain confidential or privileged material. Use or disclosure of it by anyone other than the recipient is unauthorized. If you are not an intended recipient, please delete this email.

Beigelman, Alex

From: Relocation-LUMEN <relocations@lumen.com>
Sent: Wednesday, March 12, 2025 2:03 PM
To: Beigelman, Alex
Subject: P-644080 : RELO - Arch Creek Alley Vacation

Date: 3/12/2025
Attn: Alex Beigelman
RE: RELO - Arch Creek Alley Vacation
Requestor Project ID:

It has been determined that Lumen does not have facilities within your proposed construction area.

Any changes or additions to the project plans or parameters must be submitted using the Lumen Relocation Request Portal by selecting the option "Update An Existing Project". Please reference the Project ID P-644080 with any future communications.

Thank you for your cooperation!

Lumen Intake Team
relocations@lumen.com

Remember: Please contact your State One Call prior to construction – call811.com or dial 811 on your phone.

This communication is the property of Lumen Technologies and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

5/8/2025

Alex Beigelman
8201 Peters Road, Suite 2200
Plantation, FL 33324

Re: Letter of No Objection
P.B. 15, PG. 3 along the eastern edge of Block 10, Lots 1 through 10 bounded to the north by NE 140th Street, to the west by NE 20th Place and to the south by NE 139th Street

Name:

Thank you for contacting FPL about the No Objection as to the closure/ vacation of the 10-ft alley as recorded per Miami-Dade County P.B. 15, PG. 3t of 07-2221-002-0770, 07-2221-002-0780, 07-2221-002- 0790, 07-2221-002-0800, 07-2221-002-0801, 07-2221-002-0810, 07-2221-002-0820, 07-2221-002-0690, 07-2221-002-0700 and 07-2221-002-0701 in the platted utility easement at the referenced location. FPL has no objection to this existing closure and will not require its removal.

If I can be of any further assistance, please contact me at 786-931-6008.

Sincerely,

Maria Pierson
Associate Engineer

April 9th, 2025

Alex Beigelman
Kimley-Horn and Associates, Inc.
Alex.Beigelman@Kimley-Horn.com
(954) 256-5712

Re: ***NAI Arch Creek***
Request for Letter No Objection to Release of 10' Alley per P.B. 15, PG. 3)

Dear Mr. Beigelman:

On behalf of Hotwire Communications this letter shall serve as a notice of "No objection" as to the closure/vacation of the 10-ft alley as recorded per Miami-Dade County P.B. 15, PG. 3 along the eastern edge of Block 10, Lots 1 through 10 bounded to the north by NE 140th Street, to the west by NE 20th Place and to the south by NE 139th Street, and along the three lots on the south side of NE 139th Street, in the City of North Miami Beach.

The folio numbers for the affected properties are: 07-2221-002-0770, 07-2221-002-0780, 07-2221-002-0790, 07-2221-002-0800, 07-2221-002-0801, 07-2221-002-0810, 07-2221-002-0820, 07-2221-002-0690, 07-2221-002-0700 and 07-2221-002-0701.

If you have any questions, please contact me at (954) 248-7396 or via email at walter.sancho-davila@hotwiremail.com

Sincerely,

Walter Sancho-Davila

Walter Sancho-Davila
Project Manager - OSP Engineering

March 19, 2025

Alex Beigelman
Kimley- Horn and Associates
8201 Peters Road, suite 2200
Plantation, Florida 33324

Re: Letter of no objection
Project name: NAI Arch Creek
Location: NE 20 place between 139 – 140 St
Folios: 07-2221-0002-0770, -0780, -0790, -0800, -0801, -0810, -0820-, -0690, -0700, -0701

Dear Mr. Beigelman:

As per your request, this letter shall serve as confirmation that NMB Water has no objection with vacating the 10-foot alleyway as recorded in Plat Book 15 at page 3 of Miami-Dade County records, along the east edge of lots 1 through 10, Block 10.

Feel free to contact me should you have any questions on this matter.

Very truly yours,

Karim Rossy

Karim Rossy
Infrastructure Development Manager
NMBWater

2.e.ix. Sprint (To be provided)

March 19, 2025

To: Alex Beigelman
Kimley-Horn
8201 Peters Road,
Suite 2200,
Plantation, FL 33324

RE: Letter of No Objection to release 10' Alley per P. B. 15, PG. 3
NE 140th St & NE 20th Pl,
Miami, FL, 33181

To Whom It May Concern:

Thank you for contacting Peoples Gas System, Inc. ("PGS") regarding the release of the 10' alley at the above referenced location. After reviewing the documents provided, TECO-PGS has NO objection to this request. TECO-PGS does not have any active facilities in this specified area.

If you have further questions, please do not hesitate to call.

Sincerely,

Cheyenne Thompson

Cheyenne Thompson
Admin Specialist Sr., PGS Distribution Design
Peoples Gas System, Inc. ("PGS"), Central Territory
8416 Palm River Rd
Tampa, FL 33619
813-275-3710

Beigelman, Alex

From: Javares Hall <jhall@breezeline.com>
Sent: Monday, March 17, 2025 1:28 PM
To: Beigelman, Alex
Cc: Mark Tenore; Pete Freytag
Subject: Re: Arch Creek | Alley Vacation No Objection Request

You don't often get email from jhall@breezeline.com. Learn why this is important

Good afternoon Alex,

After reviewing the description of your work boundary, Breezeline although close has No Facilities within/near the proposed work boundary.

.

Please contact me with any questions or concerns!

Thanks!

Javares Hall
C: 305.213.9908
E: JHall@breezeline.com
Breezeline.com
3541 Enterprise Way, • Miramar, FL 33025

To help protect your privacy, Microsoft Office prevented automatic download of this picture from the Internet.

On Mon, Mar 17, 2025 at 11:39 AM Beigelman, Alex <Alex.Beigelman@kimley-horn.com> wrote:

> Good morning Javares,
>
> Please see the attached letter listing the specific folio numbers for the project and a map on the second page, for your reference.
>
> Thank you,
>
> **Alex Beigelman**
> **Kimley-Horn** | 8201 Peters Road, Suite 2200, Plantation, FL 33324
> Direct: (954) 256-5712 | Main: (954) 535-5100

AT&T Florida
600 NW 79th Ave., Room 360
Miami, FL 33126

Tel: 305-341-8723
Email: gm6244@att.com

June 25th , 2025

Attn: Alex Beigelman
Kimley-Horn and Associates, Inc.
8201 Peters Road, Suite 2200
Plantation, FL 33324

Re: Arch Creek Alley– Letter of No Objection – 10' Alley per P.B. 15, PG. 3

Mr. Beigelman,

On behalf of BellSouth Telecommunications, LLC d/b/a AT&T Florida, this letter shall serve as notice of "**non-objection**" to the closure/vacation of the utility easement and consents to the recording of Miami-Dade 10-ft alley as recorded per Miami-Dade County P.B. 15, PG. 3 along the eastern edge of Block 10, Lots 1 through 8 bounded to the north by NE 140th Street, to the west by NE 20th Place and to the south by NE 139th Street, and Lots 1 through 4 in Block 9 bounded to the north by NE 139th Street and west by NE 20th Place, in the City of North Miami Beach."
Folio #: 07-2221-002-0770, 07-2221-002-0780, 07-2221-002-0790, 07-2221-002-0800, 07-2221-002-0801, 07-2221-002-0810, 07-2221-002-0820, 07-2221-002-0690,
07-2221-002-0700 and 07-2221-002-0701.

Based on a review of available records and/ or field verification, AT&T does not have existing facilities within the identified limits of the aforementioned defined area.

If you need additional information or should any questions, comments or concerns arise, please do not hesitate to contact me.

Sincerely,

Gisell Menendez
Sr Specialist-OSP Design Engineer, ACE, South Florida Engineering

COMCAST

Engineering – Design Department
6565 Nova Drive. Davie, Fl 33317

June 4, 2025

Alex Beigelman
Kimley-Horn and Associates, Inc.
(954) 256-5712
Alex.Beigelman@Kimley-Horn.com

RE: NAI Arch Creek- Letter No Objection to Release of 10' Alley per P.B. 15, PG. 3

Dear Mr. Alex Beigelman:

On behalf of Comcast this letter shall serve as a notice of "No-Objection" to the following:

No Objection as to the closure/vacation of the 10-ft alley as recorded per Miami-Dade County P.B. 15, PG. 3 along the eastern edge of Block 10, Lots 1 through 8 bounded to the north by NE 140th Street, to the west by NE 20th Place and to the south by NE 139th Street, and Lots 1 through 4 in Block 9 bounded to the north by NE 139th Street and west by NE 20th Place, in the City of North Miami Beach

The folio numbers for the affected properties are: 07-2221-002-0770, 07-2221-002-0780, 07-2221-002-0790, 07-2221-002-0800, 07-2221-002-0801, 07-2221-002-0810, 07-2221-002-0820, 07-2221-002-0690,07-2221-002-0700 and 07-2221-002-0701.

If you have any questions, please feel free to contact us.

Sincerely,

Maria Nunez
Comcast/ Southern Division (RDC)
6565 Nova Drive
Davie, FL 33317
E-MAIL: maria_nunez@comcast.com

Beigelman, Alex

From: Dickerson, Rashad <Rashad.Dickerson@crowncastle.com>
Sent: Monday, March 17, 2025 12:00 PM
To: Beigelman, Alex
Cc: Cure, Gabriella; Thannickal, Reneev; Shugars, Gregory; Trudel, John; Ivan.Gordon; Florida Reviews
Subject: RE: NOC0038690 RE: Arch Creek | Alley Vacation No Objection Request

Hello Alex

We have revised the plan for reference Project NOC0038690. We do not have the facilities in the projects limits For the alleyway in question. This can be seen in the prints.

Please reach out to Florida Reviews CrownCastleFloridaReviews@crowncastle.com if you require more information or have questions or concerns.

Sincerely.

Rashad Dickerson
Network Records specialist
Phone: (678) 726 6146

Crown Castle
8020 Katy Freeway, Houston, TX 77024
CrownCastle.com

From: Beigelman, Alex <Alex.Beigelman@kimley-horn.com>
Sent: Monday, March 17, 2025 11:55 AM
To: Dickerson, Rashad <Rashad.Dickerson@crowncastle.com>
Cc: Cure, Gabriella <Gabriella.Cure@crowncastle.com>; Thannickal, Reneev <Reneev.Thannickal@crowncastle.com>; Shugars, Gregory <Gregory.Shugars@crowncastle.com>; Trudel, John <John.Trudel@crowncastle.com>; Gordon, Ivan <Ivan.Gordon@crowncastle.com>; Florida Reviews <CrownCastleFloridaReviews@crowncastle.com>
Subject: RE: NOC0038690 RE: Arch Creek | Alley Vacation No Objection Request

You don't often get email from alex.beigelman@kimley-horn.com. Learn why this is important

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Rashad,

Just following up on this request. Any chance you could issue a quick letter stating you have no utilities in that alleyway, as that atlas printout shows, and you have no objection to its closure? Attached is an updated letter and map for your use.

Thank you,

Alex Beigelman
Kimley-Horn | 8201 Peters Road, Suite 2200, Plantation, FL 33324
Direct: (954) 256-5712 | Main: (954) 535-5100
Connect with us: Twitter | LinkedIn | Facebook | Instagram | Kimley-Horn.com

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---

From: Beigelman, Alex
Sent: Thursday, March 13, 2025 8:31 AM
To: Dickerson, Rashad <Rashad.Dickerson@crowncastle.com>
Cc: Cure, Gabriella <Gabriella.Cure@crowncastle.com>; Thannickal, Reneev <Reneev.Thannickal@crowncastle.com>; Shugars, Gregory <Gregory.Shugars@crowncastle.com>; Trudel, John <John.Trudel@crowncastle.com>; Ivan.Gordon <Ivan.Gordon@crowncastle.com>; Florida Reviews <CrownCastleFloridaReviews@crowncastle.com>
Subject: RE: NOC0038690 RE: Arch Creek | Alley Vacation No Objection Request

Thank you Rashad.

Any chance you can issue a quick letter of no objection to the vacation of that alley being that you have no utilities using it?

Thanks,

Alex Beigelman
Kimley-Horn | 8201 Peters Road, Suite 2200, Plantation, FL 33324
Direct: (954) 256-5712 | Main: (954) 535-5100
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From: Dickerson, Rashad <Rashad.Dickerson@crowncastle.com>
Sent: Thursday, March 13, 2025 8:17 AM
To: Beigelman, Alex <Alex.Beigelman@kimley-horn.com>
Cc: Cure, Gabriella <Gabriella.Cure@crowncastle.com>; Thannickal, Reneev <Reneev.Thannickal@crowncastle.com>; Shugars, Gregory <Gregory.Shugars@crowncastle.com>; Trudel, John <John.Trudel@crowncastle.com>; Ivan.Gordon <Ivan.Gordon@crowncastle.com>; Florida Reviews <CrownCastleFloridaReviews@crowncastle.com>
Subject: UDR:NOC0038690 RE: Arch Creek | Alley Vacation No Objection Request

> You don't often get email from rashad.dickerson@crowncastle.com. Learn why this is important

Hello, Alex

Please see the Completed Utility Request attacted in response to your Inquiry

If there are any questions or concerns, please do not hesitate to Follow up with us.

Sincerely.

Rashad Dickerson
Network Records specialist
Phone: (678) 726 6146

Crown Castle
8020 Katy Freeway, Houston, TX 77024
CrownCastle.com

From: Beigelman, Alex <Alex.Beigelman@kimley-horn.com>
Sent: Tuesday, March 11, 2025 2:59 PM
To: Fiber Dig Facilities <fiber.dig@crowncastle.com>
Subject: Arch Creek | Alley Vacation No Objection Request

You don't often get email from alex.beigelman@kimley-horn.com. Learn why this is important

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon –
Please see the attached letter requesting a notice of "No Objection" to the closure and vacation of a 10' alley along NE 20th Place in City of North Miami Beach, FL.
Please reach out anytime with any questions. We look forward to hearing from you.
Thank you,
Alex

Alex Beigelman
Kimley-Horn | 8201 Peters Road, Suite 2200, Plantation, FL 33324
Direct: (954) 256-5712 | Main: (954) 535-5100
Connect with us: Twitter | LinkedIn | Facebook | Instagram | Kimley-Horn.com
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This email may contain confidential or privileged material. Use or disclosure of it by anyone other than the recipient is unauthorized. If you are not an intended recipient, please delete this email.

Beigelman, Alex

From: Relocation-LUMEN <relocations@lumen.com>
Sent: Wednesday, March 12, 2025 2:03 PM
To: Beigelman, Alex
Subject: P-644080 : RELO - Arch Creek Alley Vacation

Date: 3/12/2025
Attn: Alex Beigelman
RE: RELO - Arch Creek Alley Vacation
Requestor Project ID:

It has been determined that Lumen does not have facilities within your proposed construction area.

Any changes or additions to the project plans or parameters must be submitted using the Lumen Relocation Request Portal by selecting the option "Update An Existing Project". Please reference the Project ID P-644080 with any future communications.

Thank you for your cooperation!

Lumen Intake Team
relocations@lumen.com

Remember: Please contact your State One Call prior to construction – call811.com or dial 811 on your phone.

This communication is the property of Lumen Technologies and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

5/28/2025

Alex Beigelman
8201 Peters Road, Suite 2200
Plantation, FL 33324

Re: Platted Easement Encroachment
P.B. 15, PG. 3 along the eastern edge of Block 10, Lots 1 through 8 bounded to the north by NE 140th Street, to the west by NE 20th Place and to the south by NE 139th Street, and Lots 1 through 4 in Block 9 bounded to the north by NE 139th Street and west by NE 20th Place, in the City of North Miami Beach.

Alex:

Thank you for contacting FPL about the No Objection as to the closure/ vacation of the 10-ft alley as recorded per Miami-Dade County P.B. 15, PG. 3 of 07-2221-002-0770, 07-2221-002-0780, 07-2221-002- 0790, 07-2221-002-0800, 07-2221-002-0801, 07-2221-002-0810, 07-2221-002-0820, 07-2221-002-0690, 07-2221-002-0700 and 07-2221-002-0701 in the platted utility easement at the referenced location. FPL has no objection to this existing closure and will not require its removal.

If I can be of any further assistance, please contact me at 786-931-6008.

Sincerely,

Maria Pierson
Associate Engineer

June 4th, 2025

Alex Beigelman
Kimley-Horn and Associates, Inc.
Alex.Beigelman@Kimley-Horn.com
(954) 256-5712

Re: ***NAI Arch Creek***
***Request for Letter No Objection to Release of 10' Alley per P.B. 15, PG. 3*)**

Dear Mr. Beigelman:

On behalf of Hotwire Communications this letter shall serve as a notice of "No objection" as to the closure/vacation of the 10-ft alley as recorded per Miami-Dade County P.B. 15, PG. 3 along the eastern edge of Block 10, Lots 1 through 8 bounded to the north by NE 140th Street, to the west by NE 20th Place and to the south by NE 139th Street, and Lots 1 through 4 in Block 9 bounded to the north by NE 139th Street and west by NE 20th Place, in the City of North Miami Beach.

The folio numbers for the affected properties are: 07-2221-002-0770, 07-2221-002-0780, 07-2221-002-0790, 07-2221-002-0800, 07-2221-002-0801, 07-2221-002-0810, 07-2221-002-0820, 07-2221-002-0690, 07-2221-002-0700 and 07-2221-002-0701.

If you have any questions, please contact me at (954) 248-7396 or via email at walter.sancho-davila@hotwiremail.com

Sincerely,

Walter Sancho-Davila

Walter Sancho-Davila
Project Manager - OSP Engineering

June 2, 2025

Alex Beigelman
Kimley- Horn and Associates
8201 Peters Road, suite 2200
Plantation, Florida 33324

Re: Letter of no objection
Project name: NAI Arch Creek
Location: NE 20 place between South of NE 139 Street up to NE 140 Street
Folios: 07-2221-0002-0770, -0780, -0790, -0800, -0801, -0810, -0820-, -0690, -0700, -0701

Dear Mr. Beigelman:

As per your request, this letter shall serve as confirmation that NMB Water has no objection with vacating the 10-foot alleyway as recorded in Plat Book 15 at page 3 of Miami-Dade County records, located along the east edge of lots 1 through 9, Block 10 and lots 1 through 4, Block 9.

Feel free to contact me should you have any questions on this matter.

Very truly yours,

Karim Rossy

Karim Rossy
Infrastructure Development Manager
NMBWater

Sprint (To be provided)

March 19, 2025

To: Alex Beigelman
Kimley-Horn
8201 Peters Road,
Suite 2200,
Plantation, FL 33324

RE: Letter of No Objection to release 10' Alley per P. B. 15, PG. 3
NE 140th St & NE 20th Pl,
Miami, FL, 33181

To Whom It May Concern:

Thank you for contacting Peoples Gas System, Inc. ("PGS") regarding the release of the 10' alley at the above referenced location. After reviewing the documents provided, TECO-PGS has NO objection to this request. TECO-PGS does not have any active facilities in this specified area.

If you have further questions, please do not hesitate to call.

Sincerely,

Cheyenne Thompson

Cheyenne Thompson
Admin Specialist Sr., PGS Distribution Design
Peoples Gas System, Inc. ("PGS"), Central Territory
8416 Palm River Rd
Tampa, FL 33619
813-275-3710

Quasi-Judicial Legislation
10.2.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Zafar Ahmed, Community Development Director
VIA:	Andrew Plotkin, Interim City Manager
DATE:	July 15, 2025

RE: Resolution No. R2025-110 Consideration to Approve a Site Plan Application, Conditions and One Variance for the Construction of Two Ten Story Multi-Family Buildings Between NE 140th Street and North Highland Drive (Zafar Ahmed, Community Development Director)

Description

BACKGROUND ANALYSIS: Arch Creek Multifamily Development (Architectural, Landscape and Civil Plans)

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Resolution
- Concurrency
- Density Analysis
- Plat

- Survey
- Traffic Study
- Application
- DERM Approval
- Letter of Intent
- Lobbyist
- MDCPS Concurrency
- Property Appraiser Deeds
- Response to Traffic Study
- TRAD Response
- Traffic Impact Analysis
- Fire Plans

City of North Miami Beach

Community Development Department – Planning & Zoning Division
17050 NE 19th Avenue, 1st Floor
North Miami Beach, FL 33162
(305) 948-2966

City Commission Staff Report		
Meeting Date : 7/15/2025	**File No:** 25-02	**Application Name:** Arch Creek Multifamily Development

General Data

Applicant: Vanessa Madrid, Esq.
Property Owner: Arch Creek Equities LLC
Property Address: 2056 NE 140 St, 13965 NE 20 PL, Vacant Land (07-2221-002-0790), 13925 NE 20 PL, 13917 NE 20 PL, 13915 NE 20 PL, 13909 NE 20 PL, 2090 NE 139 ST, 13865 NE 20 PL, and 13833 NE 20 PL
Folio Number: Multiple Folio Numbers (refer to application)
Lot Size: ± 2.48 acres(10-parcel assemblage)
Finished Floor Elevation: 12.10' NAVD
FLUM: Arch Creek Mixed-Use Corridor (MU/C)
Zoning District: Arch Creek Mixed-Use Corridor District (MU/C)
Sub-District: Transition Sub-Area
Adjacent Zoning Districts:

- **North**: Arch Creek Mixed-Use Corridor District (MU/C)
- **South**: Arch Creek Mixed-Use Corridor District (MU/C)
- **East**: Planned Development District (PD-2) **City of North Miami*
- **West**: Planned Development District (PD-2) **City of North Miami*

Existing Land Use: Residential
Proposed Land Use: Residential
Proposed Lot Area: 108,028 (2.48 acres)
Proposed Gross Floor Area for Retail Uses: N/A
Proposed Residential Units: 293 Residential Dwelling Units

The item before the Board:

The item before the Planning & Zoning Board is a request for Site Plan and Variance, approval for a proposed 10-story multifamily development consisting of 293 residential dwelling units, a parking garage containing 419 parking spaces, pool deck, and other related amenities. This application corresponds to the application for Right-Of-Way Vacation for the 10-foot-wide platted alley to the rear of the property.

Project Planner:	**Project Review Dates:**	**Attachments**
Daniel Lozandier Senior Planner Community Development Department	Planning & Zoning Board: July 14, 2025 City Commission Meeting: July 15, 2025	1. Draft Resolution 2. Staff Report 3. Presentation 4. Application 5. Letter of Intent 6. Survey 7. Plans 8. Traffic Impact Analysis

Recommended City Commission Motion:

Move to approval by the Mayor and City Commission of the Site Plan and Variance Application with all staff recommended project conditions for Arch Creek Multifamily Development (File# 25-02) on lots owned by the applicant generally located east of NE 20th Place and between NE 140th Street and Highland Drive, by finding that the request is consistent with the Comprehensive Plan and meets criteria set forth in the Zoning and Land Development Regulations of the City of North Miami Beach.

Recommended Project Conditions:

1. Site Plan approval is conditioned upon the recording of a certified copy of Resolution NO. R2025-XX of the vacation of right-of-way by the Clerk of the Circuit Court in the Public Record of Miami-Dade County.

2. The applicant is required to submit their traffic impact study to the Miami-Dade County DTPW Traffic Engineering Division. The applicant is required to provide any traffic review comments issued by the Miami-Dade County DTPW Traffic Engineering Division and the resolution of these comments to the City.

3. The applicant is required to implement the Transportation Demand Management Program that aligns with the strategies as outlined in the updated traffic impact study dated 05/12/2025.

4. The applicant is required to coordinate with Miami-Dade County DTPW to ensure that the proposed traffic signal timing optimization/modifications are implemented as outlined in Appendix K of the updated traffic impact study dated 05/12/25.

5. Prior to Building Permit submittal, the applicant shall coordinate with the City's Urban Forester regarding new tree planting and future tree mitigation review standards and fee payments.

6. Solid Waste Conditions:
   a. Floor drain and hose bib are required in the designated ground floor trash rooms.
   b. First floor clearance must meet truck clearance necessary to service trash container service (tipping). If such clearance is not met, property owner is required to coordinate with city contacted waste hauler to ensure trash containers are moved out to an open area for service.
   c. Trash containers need to be placed within an enclosure not visible to the public.
   d. Solid Waste Service Agreement is to be established with City contracted Waste Hauler (Coastal Waste & Recycling).

Background:

The subject property consists of seven (7) parcels developed multi-family homes and three (3) vacant parcels, assembled along the eastern side of NE 20th Place between NE 140th Street and Highlands Drive. This collection of parcels forms an irregularly shaped and elongated site with 3 parcels south of NE 139th Street and the remaining parcels north of 139th street. The subject property abuts the City Limits boundary shared with the City of North Maimi to the east. The subject property's configuration which is largely dictated by the Arch Creek Highlands subdivision plat of 1925. The site configuration presents both challenges and opportunities for development. The site's configuration, combined with the Applicant's adherence to Urban Greenway Standards of the City Zoning and Land Development Regulations, limits the available developable area. These constraints have inspired innovative design strategies that allow for the creation of two modern residential towers, which are intended to meet the purpose and intent of the Arch Creek Mixed Use District by enhancing the urban fabric while making efficient use of the land. The property is strategically located adjacent to the Biscayne Blvd commercial corridor including the Target shopping center to the north; existing multifamily residential development to the south and west; and planned multi-family residential development in the City of North Miami to the east. The proposed project along with previously approved projects in this area will serve as a visual and functional landmark at the key southern entrance to the city and contribute to the area's ongoing growth and evolution.

Site Plan Analysis:

Compliance with the Zoning and Land Development Regulations (ZLDC):
Items identified in the Land Development Regulations shall specifically be addressed by the body taking final action on the site and development application/request.

Sec. 24-58.4 - Arch Creek Mixed-Use Corridor District (MU/C).
(A) *Purpose and Intent.* The purpose of these regulations is to implement policies that guide the design of development within the Arch Creek Mixed-Use Corridor District (MU/C). The intent is to support a balanced mix of land uses characterized by compactness, pedestrian friendly design, neighborhood-scale and framed by architecture and landscape design appropriate to local history and the natural environment. Development patterns shall generally reflect planning and design principles such as walkable neighborhoods oriented around the five-minute walk, primary orientation towards public transit systems, a centrally located community-serving land use or land uses and greater integration of housing, employment, shopping and recreation at the neighborhood level. This purpose will be fulfilled by:

(1). Ensuring high quality, architecturally compatible, consistently landscaped development throughout the district
(2). Stimulating neighborhood commercial and retail activities
(3). Ensuring that new development or redevelopment projects enhance the visual character of Biscayne Boulevard in terms of massing and scale
(4). Encouraging the development of pleasant shopping areas with attractive pedestrian spaces
(5). Encouraging people to reside in the district
(6). Encouraging new publicly accessible open spaces

- **Findings:** The proposed multifamily development meets the purpose and intent of the MU/C district by incorporating high quality architectural and landscape elements, enhancing the overall aesthetic and value of the neighborhood. The project will provide greater opportunities for people to reside within the district by increasing the total number of available residential dwelling units. The increased number of households residing in these proposed residential dwelling units will help support existing and future commercial activity along the Biscayne Blvd corridor. The projects compliance with the urban greenway requirements along NE 20th Place, will beautify the area, creating a more serene and inviting linear open space for area residents.

Sec. 24-58.3 – Permitted Uses
Permitted Use Table MU/C-1 includes principal uses permitted in the MU/C along with any required restrictions on such uses, for each of the sub-areas Core, Center and Edge including multi-family residential.

- **Findings:** Complies. Per Table MU/C-1, the proposed residential multifamily development is a permitted use by right in the MU/C District - Transition Sub-Area.

Site Development Standards:

Image: Rendering of project from application

The Technical Review of Application for Development (TRAD) committee confirmed that the site development proposal met all the applicable site development standard including setbacks, building type, and impervious surface as seen in the table below.

Requirement Type Code Section	Allowance	Proposed	Compliant	Notes
Impervious Surface Sec 24-58 (S)(3)a. Figure MU-8	90 % Maximum	67.6 %	Yes	
Setbacks:				
Street (all other than Biscayne Blvd	10 Feet Min 20 Feet Max	10 Feet	Yes	
Side	0 Feet Min 30 Feet Min, abutting residential	30 Feet	Yes	30 foot side setback on south side of South Tower
Rear	0 Feet Min	0 Feet - 1 Foot 10 Inches	Yes	0 Feet at North Tower, 1 Foot 10 Inches at South Tower
Building Frontage	90 % Min	93 %	Yes	

Off-Street Parking and Loading Requirements

The TRAD committee also found that the proposed project met the applicable off-street parking and loading requirements as detailed below.

Sec. 24-58.4 (L) Tabel MU/C-5 Minimum and Maximum Parking Requirements by Use

This section has been updated by Ordinance 2024-13 Text Amendment for Multi-Family Parking Regulations adopted by City Commission at their October 2024 meeting. However, this project had been submitted for the Pre-Application process prior to the adoption of this ordinance and must be considered under the regulations which were in place at that time. The parking requirement prior to October 2024 for the multi-family use are as follows:

- **Findings:** 1 space per dwelling plus 1 guest space per 20 dwellings. Compliance is documented in the summary table following Sec. 24-97 Minimum Loading Space Requirements

Sec. 24-58.4 (M) Bicycle Rack and Bicycle Storage Standards

This section requires that a minimum of 1 bicycle parking space per 15 required automotive parking space be provided. Compliance is documented in the summary table following Sec. 24-97 Minimum Loading Space Requirements

Sec. 24-97 - Minimum Loading Space Requirements

This section requires a minimum of 3 loading zone spaces for multi-family projects with 200 or more residential dwelling units. Compliance is documented in the summary table below:

Use	Parking Spaces Required	Number of Residential Dwellings	Total Parking Spaces Required	Total Parking Spaces Provided
Multi-Family Residential Dwelling	*1 space per dwelling, plus 1 guest space per 20 dwellings	293	308	**419** (1.43 spaces per dwelling)
Bicycle Parking	1 space per 20 dwellings	293	21	**107** (1 space per 2.73 dwellings)
Loading Zone Spaces	3 spaces for 200 dwellings or more	293	3	**4** (1 per 73.25 dwellings)

Sec. 24-98 - Access Points
This section requires that multi-family developments of 75 residential dwelling units or greater have 2 access points to public rights-of-way. The project was found to be compliant with this requirement by providing an access point on NE 139th Street and another on NE 20th Place.

Sec. 24-104 - Electric Vehicle Charging Station Minimum Requirements
This provision of the City of North Miami Beach Code of Ordinances has been preempted by the State of Florida by Statute 366.94 (2)(a) signed into law in 2024. However, the applicant has chosen to illustrate provision for electric vehicle charging stations within the application documents.

ARTICLE XI. – LANDSCAPING
Preliminary landscape plan found to follow the requirements of this Article. Final land landscape review will be conducted at time of building permit. No building permit will be issued without an approved landscape plan; however, landscape plan revisions may be requested during construction which will be reviewed accordingly.

Administrative Waivers to Mixed Use District requirements:

The TRAD process revealed two areas where the proposed development required administrative waivers to Mixed Use District Requirements which can be approved by the Community Development Director which are as follows:

Sec. 24-58 (S)(3) c. Table MU-2 Lot Standards by Building Type
The standards of this section require a lot depth of 200 feet minimum for a Tower building type and a maximum lot width of 250 feet. The subject property has lot depths of 110 +/- feet and 115+/- feet prior to proposed right of way vacation (rear alley). Assuming the vacation of right of way is approved the subject property lot depths would be 120+/- feet and 125+/- feet. Lot width for the portion of the subject property north of NE 139th Street is 380+/- feet. The table note (1) grants the "Planning Director" aka Community Development Director "…the authority to waive administratively the requirements for minimum lot coverage, pervious area, lot depth and lot width.

The City of North Miami Beach Community Development Director granted an administrative waiver for this project permitting:

- Maximum lot width of up to 430+/- feet
  - 180 feet greater than the 250 feet maximum
- Minimum lot depths of
  - 120+/- feet for the portion of the subject property south of NE 139th Street
    - 80 feet less than the 200 feet minimum
  - 125+/- feet for the portion of the subject property north of NE 139th Street
    - 75 feet less than the 200 feet minimum

Justification for the waiver of these requirements is that the project site is constrained by the platted lot depths and block lengths of record in the Arch Creek Highland subdivision of 1925.

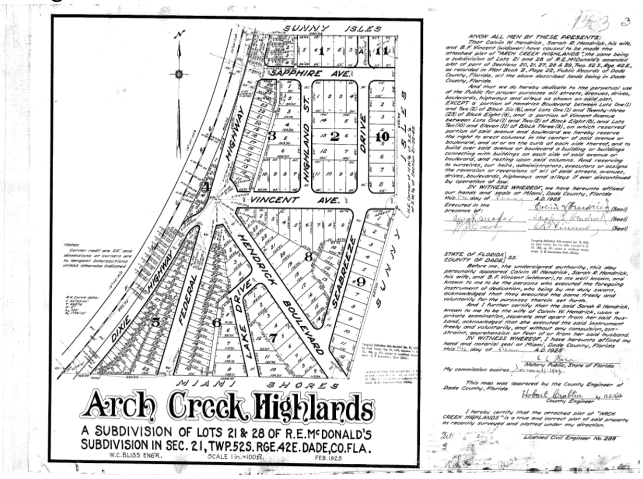


Image: Copy of Plat Book 15 Page 3 of the Public Record of Miami-Dade County illustrating the 1925 Arch Creek Highlands subdivision.

Sec. 25-58 (K)(2) b. Parking Garages

The standards of this section require that all levels of a "…garage shall be screened along all frontages by a Liner building containing a minimum depth of twenty (20) feet of habitable space." The proposed parking garage for this project does not meet this requirement along NE 139th Street, the side frontage nor along the rear façade. This "…requirement…long the side and rear frontages may be waived by the Director of Community Development…"

The City of North Miami Beach Community Development Director granted an administrative waiver for this project permitting:

- The elimination of the Liner building requirement for the NE 139th Street façade of the parking garage and the rear façade of the parking garage.

Justification for the waiver of these requirements area as follows:

- Architectural treatments are provided on the NE 139th Street and rear facades of the parking garage
- Narrow platted lot depth of the Arch Creek Highland subdivision platted in 1925
- NE 139th street is a dead end of 125 +/- feet in length, upon both sides of this block only this project has street frontage.

Image: Architectural rendering from application illustrating the NE 139th Street and rear facades of the proposed parking garage.

Variance to Arch Creek Mixed Use Corridor District requirements:

The TRAD process revealed one area where the proposed development requires a Variance subject to the review requirements and approval criteria of Sec. 24-176 Variance of the City of North Miami Beach Code of Ordinances.

Section 24-58.4 (J) Building Heights Regulating Plan and Additional Height Standards

The standards of this section require that buildings within the Transition Sub-Area, which covers the subject property, are permitted a maximum building height of 8 stories / 110 feet. The applicant is requesting a variance from this requirement of 2 stories / 11 feet 8 inches to allow for the proposed building which has a maximum building height of 10 stories / 121 feet 8 inches.

Review Criteria include the purpose and intent of the Arch Creek Mixed Use Corridor District as expressed in Sec. 24-58.4 (A) and the Variance review standards spelled out in Sec. 24-176 (B)

Sec. 24-58.4 (A) Purpose and intent (Arch Creek Mixed Use District)

(A) *Purpose and Intent*. The purpose of these regulations is to implement policies that guide the design of development within the Arch Creek Mixed-Use Corridor District (MU/C). The intent is to support a balanced mix of land uses characterized by compactness, pedestrian friendly design, neighborhood-scale and framed by architecture and landscape design appropriate to local history and the natural environment. Development patterns shall generally reflect planning and design principles such as walkable neighborhoods oriented around the five-minute walk, primary orientation towards public transit systems, a centrally located community-serving land use or land uses and greater integration of housing, employment, shopping and recreation at the neighborhood level. This purpose will be fulfilled by:

(1) Ensuring high quality, architecturally compatible, consistently landscaped development throughout the District;
(2) Stimulating neighborhood commercial and retail activities;
(3) Ensuring that new development or redevelopment projects enhance the visual character of Biscayne Boulevard in terms of massing and scale;
(4) Encouraging the development of pleasant shopping areas with attractive pedestrian spaces;
(5) Encouraging people to reside in the District; and
(6) Encouraging new publicly accessible open spaces.

Sec 24-176 Variance

(1) A non-use variance to the terms of this Code that will not be contrary to the public interest may be recommended by the Planning and Zoning Board, and except as provided in Section 24-176.1, granted by the City Commission in compliance with the requirements of the City Charter in this Code, upon a showing by the applicant that the nonuse variance maintains the basic intent and purpose of the zoning, subdivision and other land use regulations, which is to protect the general welfare of the public, particularly as it affects the stability and appearance of the community and provided that the non-use variance will be otherwise compatible with the surrounding land uses and would not be detrimental to the community. No showing of unnecessary hardship to the land is required. For the purpose of this subsection, the term "non-use variances" involves matters such as setback lines, frontage requirements, subdivision regulations, height limitations, lot size restrictions, yard requirements and other variances which have no relation to change of use of the property in question.
(2) Appropriate conditions and safeguards, in conformity with the Code, may be prescribed as a condition of the granting of the variance, and violation of such conditions shall be deemed a violation of this Code.
(3) The nonconforming use of adjacent lands, structures, or buildings shall not be considered grounds for the authorization of a variance.
(4) A variance granted under the provisions of this Code shall automatically expire under the following conditions:
    (a). If a permit has not been applied for within one (1) year from the date of granting of a variance (or date of any final court order granting or modifying the variance), in accordance with the specific plans for which that variance was granted, or
    (b). If a permit issued within the required time period shall expire or be revoked pursuant to the Florida Building Code, and if the time period for originally obtaining a permit has expired, the variance shall automatically expire.

Comprehensive Plan Consistency

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

Future Land Use Element
Policy 1.2.8 The City shall encourage development and redevelopment of appropriate scale and type in areas adjacent to established residential neighborhoods. Appropriate scale and type shall be determined by reviewing the compatibility of proposed development and redevelopment with the adjacent residential uses.

Transportation Element
Policy 1.2.8: The City will ensure that the design of new and redevelopment mixed-use projects are conducive to pedestrian, bicycle, and transit use. At a minimum, other new development and redevelopment projects will address development intensity and mix of land uses, building and parking lot orientation, bicycle storage, connectivity of pedestrian and bicycle infrastructure, and pedestrian amenities to enhance multimodal transportation alternatives.

Policy 1.5.4 The City will continue to implement improvements to the Greenway Corridor and existing bike path and construct additional linear paths to establish connectivity with various recreational areas within the City.

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

Housing Element

Objective 1.4 The City shall promote the provision of a full range of housing types to meet the existing and future needs of all residents, including very low, low, moderate, middle income, and special needs households in proportions reflective of demand.

Policy 1.4.3 The City will continue to seek partnerships with private and/or non-profit housing corporations to promote homeownership and housing opportunities

Public Hearing Notice Information

- ✓ Public Notice was posted on the property by **July 4, 2025**, at least 10 days prior to the meeting.
- ✓ Courtesy notices were mailed to property owners within a 500-foot radius **July 4, 2025**, at least 10
- ✓ days before the meeting date.
- ✓ The agenda was posted to the City's website by **July 7, 2025** at least 7 days prior to the meeting date.
- ✓ Public Notice was posted in the main lobby at City Hall by **July 7, 2025** at least 7 days prior to the meeting date.
- ✓ The project was advertised in the newspaper on **July 3, 2025.**

RESOLUTION NO. R2025-110

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING OF A DEVELOPMENT SITE PLAN APPLICATION, CONDITIONS, AND ONE (1) VARIANCE FOR THE CONSTRUCTION OF TWO TEN (10) STORY MULTI-FAMILY BUILDINGS WITH A TOTAL OF NO MORE THAN 293 RESIDENTIAL DWELLING UNITS, ONE NINE (9) LEVEL PARKING STRUCTURE WITH 419 SPACES, AND ASSOCIATED AMENITIES GENERALLY LOCATED EAST OF NE 20TH PLACE BETWEEN NE 140TH STREET AND NORTH OF HIGHLAND DRIVE. VARIANCE FROM SECTION 24-58.4 (J) TO ALLOW A MAXIMUM 121 FEET 8 INCHES/10 STORIES FOR BOTH THE NORTHERN AND SOUTHERN BUILDINGS; PROVIDING FOR FINDINGS OF FACT; CONFIRMING EXPIRATION AND LIMITATION OF APPROVAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Vanessa Madrid, Esq. of Holland and Knight, on behalf of Arch Creek Equities LLC (the "Applicant"), requests site plan approval and the one (1) non-use variance as specified herein and in the Application for the proposed construction of two (2) ten (10) story multi-family buildings with a total of no more than 293 residential dwelling units, one nine (9) level parking structure with 419 spaces, and associated amenities on a ten (10) lot assemblage consisting of approximately 1.83+/- acres generally located east of NE 20th Place between NE 140th Street and north of Highland Drive; and

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

WHEREAS, the Applicant requests and has been administratively granted a Mixed-Use District Waiver in accordance with the regulatory provisions from Section 24-58 (k)(2) b. to eliminate the liner building requirement for the multi-level parking garage on the facade facing NE 139th Street and rear façade.

WHEREAS, the Applicant requests and has been administratively granted Mixed Use Waiver in accordance with the regulatory provisions from Section (S)(3) c. Table MU-2 Lot Standards by Building Type reducing the minimum lot depth requirement from 130 feet to the platted lot depth of 120 feet +/- for both the southern lot and northern lot; and

WHEREAS, the Applicant requests a non-use variance from Section 24-58.4 (J) to allow for a building height of 121 feet 8 inches / 10 stories for both proposed buildings, where the allowable maximum building height is 110 feet / 8 stories and has demonstrated that the resulting intensity does not exceed the intensity that would have been accommodated in the maximum number of stories permitted; and

WHEREAS, after a duly noticed public hearing held on **July 14, 2025**, the Planning and Zoning Board by a vote of **X to X**, recommended Approval of the Site Plan, a Non-Use Variance, and Mixed-Use Waivers subject to the conditions set forth and included below in Section 2; and

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

WHEREAS, the Mayor and City Commission finds that the proposed Site Plan application and one (1) non-use variance are consistent with the North Miami Beach Comprehensive Plan and are in the best interests of the City.

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

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

Section 2. **Decision.** Pursuant to Section 24-172 and Section 24-176 of the Zoning and Land Development Code, the following site plan attached and incorporated by reference as Exhibit "B," which includes the one (1) non-use variance as specified herein and in the Application for the proposed construction of two (2) ten (10) story multi-family buildings with a total of no more than 293 residential dwelling units, one nine (9) level parking structure with 419 spaces, and associated amenities, legally described in Exhibit "A," is hereby approved, subject to the following conditions:

Project Conditions:

The conditions of approval for this site plan are binding on the Applicant, the property owners, operators, and all successors in interest.

1. Site Plan approval is conditioned upon the recording of a certified copy of Resolution NO. R2025-XX of the vacation of right-of-way by the Clerk of the Circuit Court in the Public Record of Miami-Dade County.

2. The applicant is required to submit their traffic impact study to the Miami-Dade County DTPW Traffic Engineering Division. The applicant is required to provide any traffic review comments issued by the Miami-Dade County DTPW Traffic Engineering Division and the resolution of these comments to the City.

3. The applicant is required to implement the Transportation Demand Management Program that aligns with the strategies as outlined in the updated traffic impact study dated 05/12/2025.

4. The applicant is required to coordinate with Miami-Dade County DTPW to ensure that the proposed traffic signal timing optimization/modifications are implemented as outlined in Appendix K of the updated traffic impact study dated 05/12/25.

5. Prior to Building Permit submittal, the applicant shall coordinate with the City's Urban Forester regarding new tree planting and future tree mitigation review standards and fee payments.

6. Solid Waste Conditions:
   a. Floor drain and hose bib are required in the designated ground floor trash rooms.
   b. First floor clearance must meet truck clearance necessary to service trash container service (tipping). If such clearance is not met, property owner is required to coordinate with city contacted waste hauler to ensure trash containers are moved out to an open area for service.
   c. Trash containers need to be placed within an enclosure not visible to the public.
   d. Solid Waste Service Agreement is to be established with City contracted Waste Hauler (Coastal Waste & Recycling).

General Conditions:

1. Prior to issuance of any Master Building Permit, the Applicant shall execute a unity of title or covenant running with the land in lieu of unity of title for the project, binding upon its heirs, successors, and assigns, subject to the approval of the City Attorney, which shall be recorded in the public records of Miami-Dade County, Florida, at Applicant's sole expense. This recorded covenant may be amended from time to time and shall be re-recorded after each amendment at the Applicant's sole expense, subject to the approval of the City Attorney.

2. Construction of the proposed project shall be in conformance with the following

certified plans signed by the Community Development Director on file with the City of North Miami Beach Community Development Department Planning & Zoning Division with file number 25-02.

3. Prior to the issuance of the Master Building Permit, the Applicant shall submit a Site Management Plan and a Temporary Construction Fencing plan pursuant to Section 16-5 of the North Miami Beach Code of Ordinances.
4. All representations proffered by the Applicant's representatives as a part of the application review at the Planning and Zoning Board and City Commission public hearings.
5. Modifications to the plans submitted and approved as part of the application shall comply with Sections 24-172 and 24-172.1 of the City Code, as applicable, and as may be amended from time to time.
6. The Applicant shall remove all public hearing signage no later than 48 hours after the final public hearing by the City Commission for the development project.
7. No later than 90 days following the final City Commission approval, the Applicant shall enter into an agreement with the City to defend, indemnify and hold harmless (using legal counsel acceptable to the City) the City, its agents, servants, and employees, from and against any loss, cost, expense, claim, demand or cause of action of whatever kind or nature arising out of or related to any act or omission related to the variances and for which the City, its agents, servants, or employees, are alleged to be liable or charged with such expense. The Applicant shall pay all costs and expenses related to any legal defense required by the City pursuant to the foregoing.
8. The Applicant shall comply with all applicable conditions and permit requirements of the Miami-Dade County Fire Department, the Water, and Sewer Department, and Department of Regulatory and Economic Resources, the Florida Department of Environmental Protection (FDEP), the Florida Department of Transportation (FDOT) and any other applicable regulatory agency.
9. The words "Aventura", "Miami Beach," and "Sunny Isles Beach" shall not be used by the applicant immediately preceding or following the Project name. The words "Aventura", "Miami Beach" and "Sunny Isles Beach" shall not be part of the website address for the Project. References in the marketing materials to nearby communities shall be limited to descriptions of entertainment, shopping or dining locations, or other landmarks; the Applicant shall identify the Project as being in the City of North Miami Beach, Florida.
10. The Applicant shall post a sign on-site providing contact information in case of any complaint or concern during construction. The sign shall be removed upon the earlier of the City's issuance of a temporary or full Certificate of Occupancy.
11. The Applicant must join the NMBPD Trespass After Warning Program, provide the NMBPD with access to the property at all times, and a safety plan; participate in the NMBPD Rapid Response Training Program; link the alarm systems directly to the NMBPD; and keep former employee information on file after the termination of employment.

12. The Applicant, its successors, and assigns shall comply with all City ordinances applicable to development and permit approvals at the time of the approval of the Resolution, and in the event the Master Building Permit expires, all approvals and prior fees paid, shall be subject to forfeiture. This shall not be applied to the City of North Miami Beach impact fees paid, which would not be refunded but would be credited to the property for any subsequent development.
13. The Applicant shall obtain a Certificate of Occupancy and Certificate of Use from the City upon compliance with all terms and conditions. The Certificate of Use shall be subject to review upon violation of any of the conditions, in accordance with the law.
14. Upon issuance of a hurricane warning by the National Weather Service or similar agency, all removable items from pool decks, roof decks, and other outdoor spaces shall be immediately removed and secured.

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

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

Section 4. Mixed Use Waiver from Section 24-58 (K)(2) b. The mayor and the City Commission make the following FINDINGS OF FACTS from section 24-58 (k)(2) b. based on the substantial competent evidence provided:

The requested Mixed Use District Waiver has been administratively approved by the Community Development Department Director in accordance with the following standards:

1. All architectural elements that face a street or publicly accessible open space shall appear consistent and harmonious with that of the habitable space
2. No vehicles parked within the garage shall be visible from the street.

Section 5. Mixed Use Waiver from Section 24-58 (K)(2) c. Table MU-2 The mayor and the City Commission make the following FINDINGS OF FACTS from section 24-58 (k)(2) c. Table MU-2 Lot Standards by Building Type based on the substantial competent evidence provided:

The requested Mixed Use District Waiver has been administratively approved by the Community Development Department Director (aka Planning Director) in accordance with the provision:

(1) The Planning Director shall have the authority to waive administratively the

requirements for minimum lot coverage, pervious area, lot depth, and lot width.

Section 6. **Non-Use Variance from Section 24-58 (S)(4)** The Mayor and City Commission make the following FINDINGS OF FACTS from Section 24-58.4 (J) based on the substantial competent evidence provided:

> The requested non-use variance from Section 24-58.4 (J) to allow for a building height of 121 feet 8 inches / 10 stories for both buildings, where the building height maximum is 110 feet / 10 stories, maintains the basic intent and purpose of the applicable zoning, subdivision, and other land use regulations. Moreover, the requested variance is not contrary or detrimental to the public interest because the proposed use and design are compatible with the surrounding land uses and is in keeping with the surrounding properties.

Section 7. Time for Building Permit. Pursuant to Section 24-172(I) of the Code of Ordinances of the City of North Miami Beach, the site plan shall remain valid for a period of 18 months from the date of approval with a master building permit issuance required, unless extended pursuant to ZLDC Section 24-172 (I), or applicable State Law. If a master building permit is not issued prior to the expiration of the resolution, the site plan approval, including any development right entitlements and any subsequent phasing, shall be considered null and void. If a site plan expires, a new submittal shall be required with board approvals. Minor site plan modifications which do not require board approvals would still be required to adhere to the original site plan approval expiration date. Major site plan modifications which require board approvals will receive a new 18- month period starting from the date of the modified final site plan approval. Additionally, if at any time a building permit lapses, the site plan, including all phases thereof, shall be considered null and void.

Section 8. Limitation of Approval. The issuance of this development permit does not in any way create a vested right(s) on the part of the Applicant to obtain a permit from a county, state, or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a county, state or federal agency or undertakes actions that result in a violation of county, state, or federal law.

Section 9. Conflicts. All resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 10. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

[SIGNATURE PAGE TO FOLLOW]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **___ day of _____, 2025**.

ATTEST:

_____
ANDRISE BERNARD, MMC
CITY CLERK

_____
MICHAEL JOSEPH, ESQ.
MAYOR

(CITY SEAL)

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

GREENSPOON MARDER, LLP

BY: _____
CITY ATTORNEYS

Sponsored By:

QUASI JUDICIAL:

COMMISSIONERS	**YES**	**NO**	**ABSTAIN**	**ABSENT**
Mayor Michael Joseph				
Vice Mayor Jay R. Chernoff				
Commissioner Phyllis Smith				
Commissioner Daniela Jean				
Commissioner McKenzie Fleurimond				
Commissioner Lynn Su				
Commissioner Fortuna Smukler				

Exhibit "A"

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

LOT 1 AND NORTHERLY 30 FEET OF LOT 2, BLOCK 9, ARCH CREEK HIGHLANDS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, AT PAGE 3, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
ALSO DESCRIBED AS:

LOT 1 AND LOT 2, LESS PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, AND RUNNING NORTHEASTERLY ALONG THE FRONT LOT LINE A DISTANCE OF 20 FEET, THENCE RUNNING SOUTHEASTERLY AND PARALLEL WITH THE SOUTH LOT LINE A DISTANCE OF 110 FEET TO THE REAR LOT LINE, THENCE RUNNING SOUTHWESTERLY ALONG REAR LOT LINE, PARALLEL WITH THE FRONT LOT LINE A DISTANCE OF 20 FEET TO THE SOUTHWEST CORNER AT THE POINT OF BEGINNING, IN BLOCK 9 OF ARCH CREEK HIGHLANDS, ACCORDING THE PLAT THEREOF, RECORDED IN PLAT BOOK 15, PAGE 3, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LOT 3 AND THE SOUTHERLY 20 FEET OF LOT 2, BLOCK 9, ARCH CREEK HIGHLANDS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, AT PAGE 3, OF THE PUBLIC RECORD OF MIAMI DADE COUNTY, FLORIDA. LOT 4, BLOCK 9, ARCH CREEK HIGHLANDS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, AT PAGE 3, OF THE PUBLIC RECORD OF MIAMI-DADE COUNTY, FLORIDA. LOTS 1, 2, 3, 4, 5, 6, 7 AND 8, BLOCK 10, ARCH CREEK HIGHLANDS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, AT PAGE 3, OF THE PUBLIC RECORD OF MIAMI DADE COUNTY, FLORIDA.

TOGETHER WITH

THAT PORTION OF A 10 FOOT WIDE PUBLIC ALLEY ADJACENT TO BLOCK 10, ARCH CREEK HIGHLANDS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, AT PAGE 3, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS: BEING BOUNDED ON THE NORTH BY THE EASTERLY PROLONGATION THE THE NORTH LINE OF LOT 1, BLOCK 10 OF SAID PLAT BOOK 15, AT PAGE 3; BOUNDED ON THE WEST BY THE EAST LINE OF BLOCK 10 OF SAID PLAT BOOK 15, AT PAGE 3, SAID LINE BEING ALSO THE WEST LINE OF SAID 10 FOOT WIDE PUBLIC ALLY; BOUNDED ON THE SOUTH BY THE EASTERLY PROLONGATION OF THE SOUTH LINE OF LOT 8, BLOCK 10 OF SAID PLAT BOOK 15, AT PAGE 3; AND BOUNDED ON THE EAST BY A LINE 10 FEET EAST OF AND PARALLEL TO THE THE EAST LINE OF BLOCK 10 OF SAID PLAT BOOK 15, AT PAGE 3, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID 10 FOOT WIDE PUBLIC ALLEY.

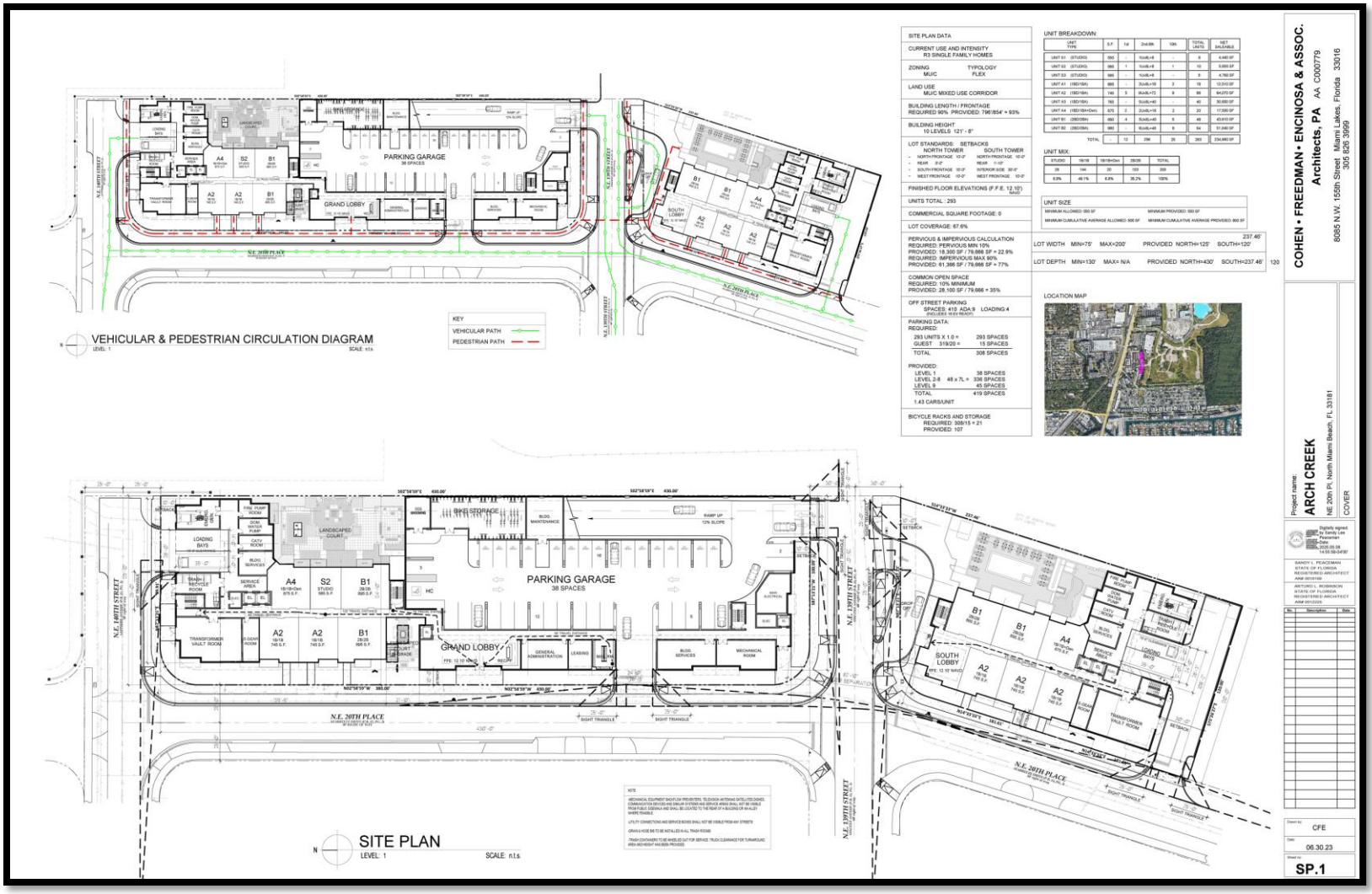
TOGETHER WITH

THAT PORTION OF A 10 FOOT WIDE PUBLIC ALLEY ADJACENT TO BLOCK 9, ARCH CREEK HIGHLANDS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, AT PAGE 3, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS: BEING BOUNDED ON THE NORTH BY THE EASTERLY PROLONGATION OF THE NORTH LINE OF LOT 1, BLOCK 9 OF SAID PLAT BOOK 15, PAGE AT PAGE 3; BOUNDED ON THE WEST BY THE EASTERLY LINE OF BLOCK 9 OF SAID PLAT BOOK 15, AT PAGE 3, SAID LINE BEING ALSO THE WESTERLY LINE OF SAID 10 FOOT WIDE PUBLIC ALLEY; BOUNDED ON THE SOUTH BY THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 4, BLOCK 9 OF SAID PLAT BOOK 15, AT PAGE 3; AND BOUNDED ON THE EAST BY A LINE 10 FEET EASTERLY OF AND PARALLEL TO THE THE EASTERLY LINE OF BLOCK 9 OF SAID PLAT BOOK 15, AT PAGE 3, SAID LINE BEING ALSO THE EASTERLY LINE OF SAID 10 FOOT WIDE PUBLIC ALLEY.

AN EXPRESS PURPOSE OF THIS PLAT IS TO CLOSE VACATE AND DISCONTINUE FROM THE PUBLIC USAGE THE TWO PORTIONS OF THE 10' WIDE PUBLIC ALLEY ADJACENT TO BLOCKS 9 AND 10, LYING NORTH AND SOUTH OF N.E. 139TH STREET.

Folio: 07-2221-002-0770, 07-2221-002-0780, 07-2221-002-0790, 07-2221-002-0800, 07-2221-002-0801,07-2221-002-0810, 07-2221-002-0820, 07-2221-002-0690, 07-2221-002-0700 and 07-2221-002-0701

Exhibit "B"
SITE PLAN



RESOLUTION NO. 2025-XX

City of North Miami Beach, Florida

Planning and Zoning Division

CONCURRENCY REVIEW APPPLICATION
SERVICE DEMAND ANALYSIS FORM

Project Name: Arch Creek _____ **Application No.:** _____

In order to ensure compliance (consistency and concurrency) with the requirements of the Comprehensive Plan, a development permit shall not be approved unless there is sufficient available design capacity to sustain the required levels of service as established in the City of North Miami Beach Comprehensive Plan. In addition to all other requirements, all requests or applications for development permits, unless exempt, must be reviewed for impact on the following public services. REFER TO ATTACHED TABLES.

SERVICE DEMANDS BY TYPE	**CURRENT USE**	**PROPOSED USE**
1. Potable Water - Consumption	1,680 gpd	39,555 gpd
2. Potable Water - Fire Flow (Contact MD Fire or Utilities)	1,500 gpm	1,500 gpm
3. Sanitary Sewer	1,680 gpd	39,555 gpd
4. Solid Waste	96 lbs	2,051 lbs
5. Traffic – ITE Manual (latest version)	_____ TRIPS	_____ TRIPS
or Traffic Study (applicant attach)	_____ TRIPS	_____ TRIPS
6. Drainage - Adequately accommodate stormwater runoff from 24 hour, 10 year frequency storm.	Proposed 6 drainage wells and exfiltration trench	
7. Recreation at 2 acres per 1,000 population (Residential development only)	_____ acres	_____ acres
8. School Sites and Facilities	Residential development only. Miami-Dade County Public Schools (MDCPS) shall determine public school concurrency requirements per the terms of the Interlocal Agreement (ILA) as amended. The City will initiate the concurrency review procedure online, issue a MDCPS Application Number to the applicant during TRAD review, and then the applicant shall complete the concurrency process with MDCPS.	

ADDITIONAL INFORMATION:

_____

_____

A building permit application must be submitted within six (6) months of site plan approval to preserve the concurrency reservation. An extension of one (1) year may be issued by the City Commission.

Sec. 24-163 – Level of Service Standards and Calculation Methods

TABLE I. WATER GENERATION RATES	
Type of Establishment	**Gallons Per Day (GPD)**
Residential:	
Single Family	350 (GPD)
Townhouse	250 (GPD)
Multifamily	150 (GPD/bedroom)
Mobile Home	225 (GPD/mobile home)
Duplex or Twin Home	same as single family (for entire structure)
Commercial:	
Banquet Halls	25 (GPD/seat)
Barber Shop	200 (GPD/station)
Beauty Salon or Hair Boutique	200 (GPD/station)
Bowling Alleys (toilet waste only)	100 (GPD/lane)
Dentist's Offices	375 (GPD per exam. room)
Doctor's Offices	250 (GPD per exam. room)
Full Service Restaurant (350 GPD min.)	50 (GPD/seat)
Bar and Cocktail Lounge	25 (GPD/seat)
Fast Food Restaurant (350 GPD min.)	35 (GPD/seat)
Take-Out Restaurant (350 GPD min.)	50/100 (GPD/S.F.)
Hotels and Motels	200 (GPD/room)
Laundries (self-service)	225 (GPD/washer)

Office Buildings	10/100 (GPD/S.F.)
Service Stations	450 (GPD)
Shopping Centers	10/100 (GPD/S.F.)
Stadiums, Race Tracks, Ball Parks	3 (GPD/seat)
Stores (without food service)	10/100 (GPD/S.F.)
Theaters:	
a) Indoor, auditorium	3 (GPD/seat)
b) Outdoor, drive-in	5 (GPD/space)
Industrial:	
Factories: (exclusive of industrial wastes)	
a) without showers	10/100 (GPD/S.F.)
b) with showers	30/100 (GPD/S.F.)
Churches	3 (GPD/seat)
Hospitals	250 (GPD/bed)
Nursing, Rest Homes	150 (GPD/bed)
Parks, Public Picnic:	
a) with toilets only	200 (GPD/fixture)
b) with bathhouse, showers and toilets	200 (GPD/fixture)
Public Institutions (other than Hospitals): Jail, Boarding Schools, etc.	75 (GPD/person)
School	10 (GPD/person)
Swimming and Bathing Facilities, Public	10 (GPD/person)
Warehouse/Industrial-Speculation Bldg.	10/100 (GPD/S.F.)

Storage Warehouse or Mini-Warehouse	30+10/1000 (GPD/S.F.)
Trailers (Temporary Construction/Sales)	150 (GPD)
Irrigation Systems (except single-family homes)	0.09 (GPD/S.F. of Green Area)
Car Wash	20 (GPD per spigot)
Health Spas (including normal spa amenities)	35 (GPD/100 S.F.)

TABLE II. SEWAGE GENERATION RATES	
Uses	
Apartments and Condominium Units	200 gpd [1]
Banquet Halls (per seat)	25 gpd
Bars and Cocktail Lounges (per seat)	25 gpd
Beauty Shops (per seat)	170 gpd
Boarding Schools (students and staff	75 gpcd [2]
Bowling Alleys (toilet wastes only per lane)	100 gpd
Coin Laundries (per machine)	225 gpd
Day Schools (students and staff)	10 gpd
Drive-In Theaters (per car space)	5 gpd
Duplexes	500 gpd
Factories—With showers	30 gpd
Factories—No showers (per 100 sq. ft.)	10 gpd
Funeral Homes (per 100 sq. ft.)	10 gpd
Gas Stations	450 gpd

Hospitals—With laundry (per bed)	250 gpd
Hospitals—No laundry (per bed)	200 gpd
Hotels and Motels (per room or unit)	200 gpd
Mobile Home Parks (per trailer)	225 gpd
Movie Theaters, Auditoriums, Churches (per seat)	3 gpd
Nursing Homes (per bed)	150 gpd
Office Buildings (per 100 sq. ft.)	10 gpd
Public Institutions (other than those listed)	75 gpcd
Restaurants (per seat)	50 gpd
Restaurants—Fast Food (per seat)	35 gpd
Restaurants—Takeout (per 100 sq. ft., 350 gpd min.)	50 gpd
Shopping Centers (per 100 sq. ft.)	10 gpd
Single-Family Residences	350 gpd
Stadiums, Frontons, Ball Parks, etc. (per seat)	3 gpd
Stores—Without Kitchen Wastes (per 100 sq. ft.)	5 gpd
Speculation Buildings (per 100 sq. ft.)	10 gpd
Townhouse Residences	250 gpd
Warehouses (per 1,000 sq. ft.)	10 gpd plus 30 gpd per bay

(1) gpd - gallons per day

(2) gpcd - gallons per capita per day

TABLE III. SOLID WASTE GENERATION RATES	
Facility Type	Generation Per Day
Residential	12.0 lbs. per single-family or two-family unit

	7.0 lbs. per multifamily unit
Industrial & Commercial	
Factory/Warehouse	2 lbs. per 100 square feet
Office Buildings	1 lb. per 100 square feet
Department Store	4 lbs. per 100 square feet
Supermarket	9 lbs. per 100 square feet
Restaurant	2 lbs. per meal per day
Drug Store	5 lbs. per 100 square feet
School	
Grade School	10 lbs. per room & 1/4 lb. per pupil
High School	8 lbs. per room & 1/4 lb. per pupil
Institution	
Hospital	8 lbs. per bed
Nursing Home	3 lbs. per person
Home for Aged	3 lbs. per person
Rest Home	3 lbs. per person

Arch Creek Equities, LLC

Concurrency Service Demand Calculations

Existing Use:

			Potable Water			Sanitary Sewer			Solid Waste		
Property	Address	Category	Rate (GPD)	Units	Use (GPD)	Rate (GPD)	Units	Use (GPD)	Rate (lb/day)	Units	Use (lbs/day)
07-2221-0770	2056 NE 140 St	Single Family	210	1	210	210	1	210	12	1	12
07-2221-002-0780	13965 NE 20 Pl	Single Family	210	1	210	210	1	210	12	1	12
07-2221-002-0790	None	Vacant			0			0			0
07-2221-002-0800	13925 NE 20 Pl	Single Family	210	1	210	210	1	210	12	1	12
07-2221-002-0801	13917 NE 20 Pl	Single Family	210	1	210	210	1	210	12	1	12
07-2221-002-0810	13915 NE 20 Pl	Single Family	210	1	210	210	1	210	12	1	12
07-2221-002-0820	13909 NE 20 Pl	Single Family	210	1	210	210	1	210	12	1	12
07-2221-002-0690	2090 NE 139 St	Single Family	210	1	210	210	1	210	12	1	12
07-2221-002-0700	13865 NE 20 Pl	Single Family	210	1	210	210	1	210	12	1	12
07-2221-002-0701	13833 NE 20 Pl	Vacant			0			0			0
		TOTAL:			1680			1680			96

For Proposed Development:

Unit Breakdown:	
Studio	26
1 Bedroom	144
1 Bedroom + Den	20
2 Bedroom	103
3 Bedroom	0

** 1 Bedroom + Den is considered with "1 Bedroom" for these calculations*

Water Use		
	Unit Count	135 GPD/Unit
Studio	26	3510
1 Bedroom	144	19440
1 Bedroom + De	20	2700
2 Bedroom	103	13905
3 Bedroom	0	0
Commercial	0	0
		39555

Sewer Use		
	Unit Count	135 GPD/unit
Studio	26	3510
1 Bedroom	144	19440
1 Bedroom + Den	20	2700
2 Bedroom	103	13905
3 Bedroom	0	0
Commercial	0	0
	Total	39555

Solid Waste Generation		
	Unit Count	7.0 lbs per MF unit
Studio	26	182
1 Bedroom	144	1008
1 Bedroom + Den	20	140
2 Bedroom	103	721
3 Bedroom	0	0
Commercial	0	0
	Total	2051

In Summary:

Service Demands by Type	Current Use	Proposed Use (based on 293 units with unit breakdown as shown)	Maximum Use (based on 397 Units)
Potable Water	1680 GPD	39555 GPD	53595 GPD
Sanitary Sewer	1680 GPD	39555 GPD	53595 GPD
Solid Waste	96 lb/day	2051 lb/day	2779 lb/day

MEMORANDUM

DATE: February 10, 2025

TO: Mr. Zafar Ahmed
Interim Director, Community Development
City of North Miami Beach

FROM: CFE Architects
Kimley-Horn and Associates, Inc.
Holland & Knight LLP

RE: Arch Creek Equities LLC/ Ten (10) Parcels South of NE 140th Street/ Terrace

DENSITY & INTENSITY ANALYSIS

BACKGROUND

The Property, generally located east of NE 20th Place from NE 140th Street to the south of NW 139th Street in the City of North Miami Beach (the "City"), is designated on the City's Comprehensive Plan Future Land Use Map as Mixed Use Corridor (MU/C) and correspondingly zoned Mixed-Use Arch Creek District ("MU/C").

Per the City of North Miami Beach Zoning Land Development Code (ZLDC) Section 24.58.4, Table MU/C-2, the maximum permitted number of stories in the Core, Transition, and Edge Sub-Areas may be increased provided the overall building height is not exceeded. The Applicant shall demonstrate that the resulting intensity does not exceed the intensity that would have been accommodated in the maximum number of stories permitted.

Table MU/C-2 Maximum Permitted Height (1)	
Area	**Maximum Permitted Height**
Core Sub-Area	15 stories/195 feet(2),(3)
Transition Sub-Area	8 stories/110 feet(3)
Edge Sub-Area	3 stories/35 feet(3)
Notes: (1) Height has been rounded up to allow for additional space for mechanical equipment and the measurement of the roof. Measurement of stories is regulated in Section 24-58 Mixed-use District. (2) Buildings higher than 8 stories shall only be developed per the Tower building Type standards. (3) The number of stories may be increased provided the overall building height is not exceeded. The Applicant shall demonstrate that the resulting intensity does not exceed the intensity that would have been accommodated in the maximum number of stories permitted.	

ANALYSIS

A. Adopted Basket of Rights

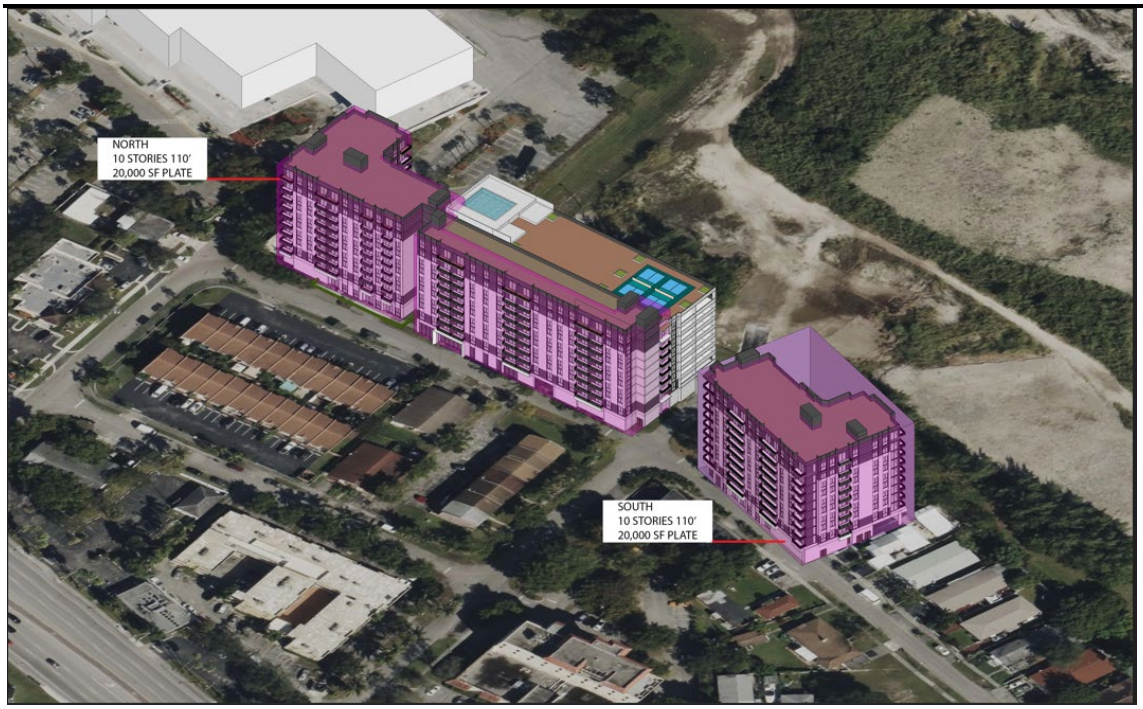
In 2015, the City Commission unanimously adopted the MU/C district regulations, which, among other things, established the district's basket of rights (the "Basket of Rights"). The Basket of Rights is defined in the City's Comprehensive Plan Future Land Use Element Policy 1.8.2. and provides for 970 residential units and 1.5 million square feet of nonresidential development. The proposed project does not increase the adopted density and intensity in the Basket of Rights.

B. Projected Density and Intensity Impacts & Demands

As shown in the following tables for the Project, the resulting density and intensity do not exceed the density and intensity that would otherwise be accommodated in the maximum number of stories permitted. The tables include the gross floor area for each building, the maximum allowable number of floors and the maximum number of floors provided.

SUB-AREA	HEIGHT IN FEET		NUMBER OF STORIES		PROPOSED DENSITY & MAX INTENSITY
	MAX PERMITTED	PROPOSED	MAX PERMITTED	PROPOSED	
TRANSITION	110'	105'-8" TO ROOF 121'-8" TO TOP OF BUILDING (11'-8" ENCROACHMENT)*	10 Pursuant to Sec. 24-58.4(J), the number of stories may be increased provided the overall building height is not exceeded and the resulting intensity does not exceed the intensity that would otherwise be accommodated in the maximum number of stories permitted.	10	293 units. Maximum allowed cumulative tower floor plate area equals 40,000 SF (20,000 sf each). Assuming two 8 story towers, gives you a maximum of 320,000 SF (8 x 40,000 SF) and 397 units, at the same average unit size currently proposed. The project proposes a cumulative plate of 31,650 SF for a total of 10 stories and a total proposed area 316,505 SF (10x31,650 SF). The proposed has a decrease in the gross area by 3,495 SF and a decrease of 104 units.

* *The proposed height does not increase the habitable space area or the number of units that would otherwise have been accommodated within the maximum permitted height. Please see letter of intent for more information on the requested height encroachment variance.*



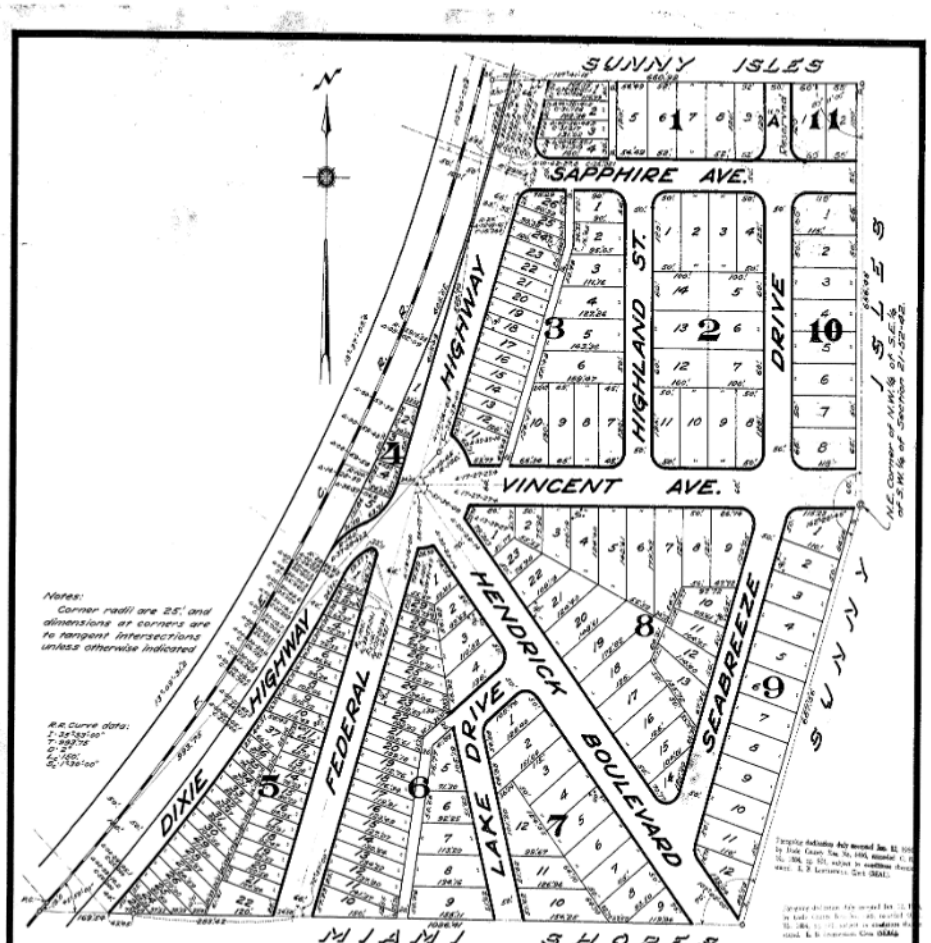
Service Demands by Type	Current Use	Proposed Density / Intensity (293 Units)	Allowed Density / Intensity (397 Units)
Potable Water Consumption	1,680 gpd	39,555 gpd	53,595 gpd
Sanitary Sewer	1,680 gpd	39,555 gpd	53,595 gpd
Solid Waste	96 lbs./day	2,051 lbs./day	2,779 lbs./day

RESIDENTIAL-TOWER FLOOR PLATES										
	ALLOWED MAX						PROPOSED			
	GROSS SQAURE FOOTAGES									
Stories	North Tower	Average SF	Unit Count	South Tower	Average SF	Unit Count	North Tower	Unit Count	South Tower	Unit Count
1ST LVL	20,000	779 SF	25	20,000	833 SF	24	15,455	6	12,863	6
2nd LVL	20,000	779 SF	25	20,000	833 SF	24	19,208	19	12,722	13
3rd LVL	20,000	779 SF	25	20,000	833 SF	24	19,208	19	12,722	13
4th LVL	20,000	779 SF	25	20,000	833 SF	24	19,208	19	12,722	13
5th LVL	20,000	779 SF	25	20,000	833 SF	24	19,208	19	12,722	13
6th LVL	20,000	779 SF	25	20,000	833 SF	24	19,208	19	12,722	13
7th LVL	20,000	779 SF	25	20,000	833 SF	24	19,208	19	12,722	13
8th LVL (MAX)	20,000	779 SF	25	20,000	833 SF	24	19,208	19	12,722	13
9th LVL							19,208	19	12,722	13
10th LVL							19,995	12	12,722	13
	ALLOWED MAX						PROPOSED			
TOTALS	160,000 SF		205 UNITS	160,000 SF		192 UNITS	189,144 SF	170 UNITS	127,361 SF	123 UNITS

SUMMARY			
GROSS SQUARE FOOTAGES			
TOTALS	ALLOWED	PROPOSED	AVERAGE UNITS SF
TOTAL SF	320,000 SF	316,505 SF	
TOTAL UNITS	397 UNITS	293 UNITS	801 SF

CONCLUSION

Accordingly, as established above, the Project buildings are not taking full advantage of the maximum cumulative tower area in order to allow for more light and air. The towers are therefore taller and slimmer and occupy less gross area than a maximized tower plate could achieve. Overall, the proposed buildings are within the maximum permitted stories, with only mechanical equipment exceeding the maximum permitted height in feet. The increase in height does not result in an increase in the Project's density and intensity. The resulting density and intensity does not exceed the density and intensity that would otherwise be accommodated in the maximum number of stories permitted.



Arch Creek Highlands

A SUBDIVISION OF LOTS 21 & 28 OF R.E. McDONALD'S SUBDIVISION IN SEC. 21, TWP. 52 S. RGE. 42 E. DADE, CO. FLA.

W.C. BLISS ENG'R. SCALE 1 in. = 100 Ft. FEB. 1925

1553 3

KNOW ALL MEN BY THESE PRESENTS:

That Calvin W. Hendrick, Sarah R. Hendrick, his wife, and B.F. Vincent (widower) have caused to be made the attached plat of "ARCH CREEK HIGHLANDS" the same being a subdivision of Lots 21 and 28 of R.E. McDonald's amended plat of part of Sections 20, 21, 27, 28 & 29, Twp. 52 S., Rge. 42 E., as recorded in Plat Book 2, Page 22, Public Records of Dade County, Florida, all the above described lands being in Dade County, Florida.

And that we do hereby dedicate to the perpetual use of the Public for proper purposes all streets, avenues, drives, boulevards, highways and alleys as shown on said plat, EXCEPT a portion of Hendrick Boulevard between Lots One (1) and Two (2) of Block Six (6), and Lots One (1) and Twenty-three (23) of Block Eight (8), and a portion of Vincent Avenue between Lots One (1) and Two (2) of Block Eight (8), and Lots Ten (10) and Eleven (11) of Block Three (3), on which reserved portion of said avenue and boulevard we hereby reserve the right to erect columns in the center of said avenue or boulevard, and at or on the curb at each side thereof, and to build over said avenue or boulevard a building or buildings connecting with buildings on each side of said avenue or boulevard, and resting upon said columns. And reserving to ourselves, our heirs, administrators, executors or assigns the reversion or reversions of all of said streets, avenues, drives, boulevards, highways and alleys if ever discontinued by operation of law.

IN WITNESS WHEREOF, we have hereunto affixed our hands and seals at Miami, Dade County, Florida this 11th day of January A.D. 1925

Executed in the presence of:

Calvin W. Hendrick (Seal)

Sarah R. Hendrick (Seal)

B.F. Vincent (Seal)

Foregoing dedication duly accepted Jan. 13, 1925, by Dade County Res. No. 1685, recorded O. R. Bk. 186, pg. 381, subject to conditions therein stated. E. B. Lanterman, Clerk (SEAL).

STATE OF FLORIDA } SS.
COUNTY OF DADE }

Before me, the undersigned authority, this day personally appeared Calvin W. Hendrick, Sarah R. Hendrick, his wife, and B.F. Vincent (widower), to me well known, and known to me to be the persons who executed the foregoing instrument of dedication, who being by me duly sworn, acknowledged that they executed the same freely and voluntarily for the purposes therein set forth.

And I further certify that the said Sarah R. Hendrick, known to me to be the wife of Calvin W. Hendrick, upon a private examination, separate and apart from her said husband, acknowledged that she executed the said instrument freely and voluntarily, and without any compulsion, constraint, apprehension or fear of or from her said husband.

IN WITNESS WHEREOF, I have hereunto affixed my hand and notarial seal at Miami, Dade County, Florida this 11th day of January A.D. 1925

L. L. Ayer
Notary Public, State of Florida.

My commission expires January 31, 1925

This map was approved by the County Engineer of Dade County, Florida.

Hobart Crabtree by R.S.T.(illegible)
County Engineer

I hereby certify that the attached plat of "ARCH CREEK HIGHLANDS" is a true and correct plat of said property as recently surveyed and platted under my direction.

Licensed Civil Engineer No. 289

BOUNDARY & TOPOGRAPHIC SURVEY / TENTATIVE PLAT OF

ARCH CREEK EQUITIES DEVELOPMENT

A REPLAT OF ALL OF BLOCK 10 TOGETHER WITH THE 10 FOOT WIDE PUBLIC ALLEY LYING ADJACENT THERETO AND LOTS 1 THROUGH 4 OF BLOCK 9 TOGETHER WITH THE 10 FOOT WIDE PUBLIC ALLEY LYING ADJACENT THERETO OF ARCH CREEK HIGHLANDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 3 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
LYING IN SECTION 21, TOWNSHIP 52 SOUTH, RANGE 42 EAST CITY OF NORTH MIAMI BEACH, MIAMI-DADE COUNTY, FLORIDA

COVER SHEET / NOTES

LEGAL DESCRIPTION:

LOT 1 AND NORTHERLY 30 FEET OF LOT 2, BLOCK 9, ARCH CREEK HIGHLANDS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, AT PAGE 3, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
ALSO DESCRIBED AS:

LOT 1 AND LOT 2, LESS PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, AND RUNNING NORTHEASTERLY ALONG THE FRONT LOT LINE A DISTANCE OF 20 FEET, THENCE RUNNING SOUTHEASTERLY AND PARALLEL WITH THE SOUTH LOT LINE A DISTANCE OF 110 FEET TO THE REAR LOT LINE, THENCE RUNNING SOUTHWESTERLY ALONG REAR LOT LINE, PARALLEL WITH THE FRONT LOT LINE A DISTANCE OF 20 FEET TO THE SOUTHWEST CORNER AT THE POINT OF BEGINNING, IN BLOCK 9 OF ARCH CREEK HIGHLANDS, ACCORDING THE PLAT THEREOF, RECORDED IN PLAT BOOK 15, PAGE 3, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LOT 3 AND THE SOUTHERLY 20 FEET OF LOT 2, BLOCK 9, ARCH CREEK HIGHLANDS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, AT PAGE 3, OF THE PUBLIC RECORD OF MIAMI DADE COUNTY, FLORIDA. LOT 4, BLOCK 9, ARCH CREEK HIGHLANDS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, AT PAGE 3, OF THE PUBLIC RECORD OF MIAMI-DADE COUNTY, FLORIDA. LOTS 1, 2, 3, 4, 5, 6, 7 AND 8, BLOCK 10, ARCH CREEK HIGHLANDS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, AT PAGE 3, OF THE PUBLIC RECORD OF MIAMI DADE COUNTY, FLORIDA.

TOGETHER WITH

THAT PORTION OF A 10 FOOT WIDE PUBLIC ALLEY ADJACENT TO BLOCK 10, ARCH CREEK HIGHLANDS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, AT PAGE 3, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS: BEING BOUNDED ON THE NORTH BY THE EASTERLY PROLONGATION THE THE NORTH LINE OF LOT 1, BLOCK 10 OF SAID PLAT BOOK 15, AT PAGE 3; BOUNDED ON THE WEST BY THE EAST LINE OF BLOCK 10 OF SAID PLAT BOOK 15, AT PAGE 3, SAID LINE BEING ALSO THE WEST LINE OF SAID 10 FOOT WIDE PUBLIC ALLY; BOUNDED ON THE SOUTH BY THE EASTERLY PROLONGATION OF THE SOUTH LINE OF LOT 8, BLOCK 10 OF SAID PLAT BOOK 15, AT PAGE 3; AND BOUNDED ON THE EAST BY A LINE 10 FEET EAST OF AND PARALLEL TO THE EAST LINE OF BLOCK 10 OF SAID PLAT BOOK 15, AT PAGE 3, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID 10 FOOT WIDE PUBLIC ALLEY.

TOGETHER WITH

THAT PORTION OF A 10 FOOT WIDE PUBLIC ALLEY ADJACENT TO BLOCK 9, ARCH CREEK HIGHLANDS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, AT PAGE 3, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS: BEING BOUNDED ON THE NORTH BY THE EASTERLY PROLONGATION OF THE NORTH LINE OF LOT 1, BLOCK 9 OF SAID PLAT BOOK 15, PAGE AT PAGE 3; BOUNDED ON THE WEST BY THE EASTERLY LINE OF BLOCK 9 OF SAID PLAT BOOK 15, AT PAGE 3, SAID LINE BEING ALSO THE WESTERLY LINE OF SAID 10 FOOT WIDE PUBLIC ALLEY; BOUNDED ON THE SOUTH BY THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 4, BLOCK 9 OF SAID PLAT BOOK 15, AT PAGE 3; AND BOUNDED ON THE EAST BY A LINE 10 FEET EASTERLY OF AND PARALLEL TO THE THE EASTERLY LINE OF BLOCK 9 OF SAID PLAT BOOK 15, AT PAGE 3, SAID LINE BEING ALSO THE EASTERLY LINE OF SAID 10 FOOT WIDE PUBLIC ALLEY.

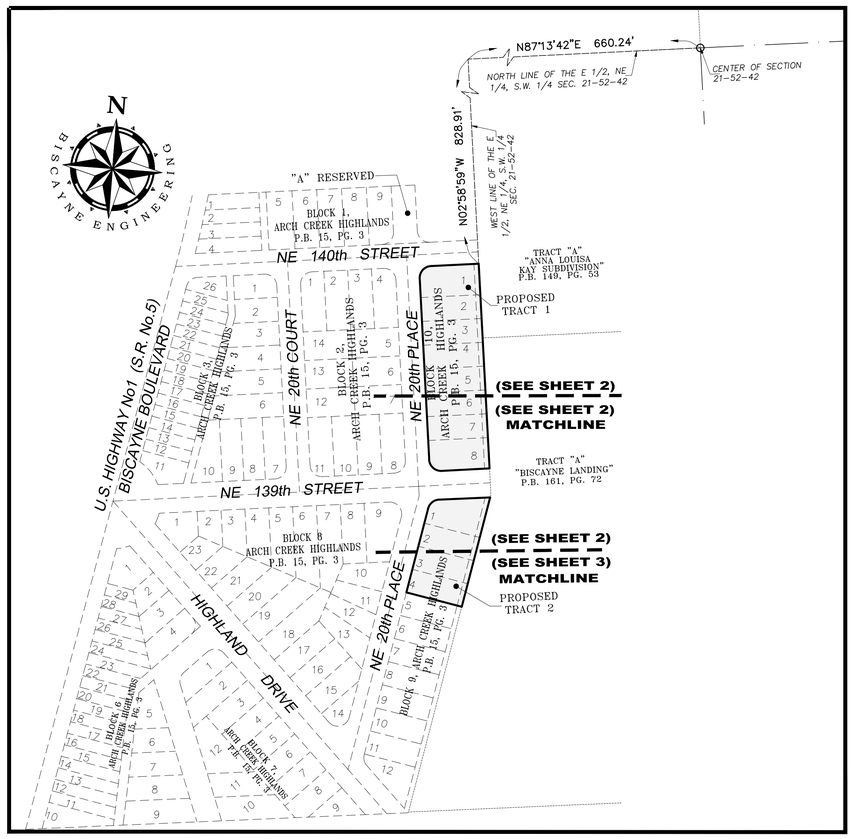
AN EXPRESS PURPOSE OF THIS PLAT IS TO CLOSE VACATE AND DISCONTINUE FROM THE PUBLIC USAGE THE TWO PORTIONS OF THE 10' WIDE PUBLIC ALLEY ADJACENT TO BLOCKS 9 AND 10, LYING NORTH AND SOUTH OF N.E. 139TH STREET.

PROPERTY ADDRESSES:

2090 N.E. 139TH STREET, NORTH MIAMI BEACH, FL 33181
13865 N.E. 20TH PLACE, NORTH MIAMI BEACH, FL 33181
13833 N.E. 20TH PLACE, NORTH MIAMI BEACH, FL 33181
13909 N.E. 20TH PLACE, NORTH MIAMI BEACH, FL 33181
13915 N.E. 20TH PLACE, NORTH MIAMI BEACH, FL 33181
13917 N.E. 20TH PLACE, NORTH MIAMI BEACH, FL 33181
13965 N.E. 20TH PLACE, NORTH MIAMI BEACH, FL 33181
2056 N.E. 140TH STREET, NORTH MIAMI BEACH, FL 33181
13925 N.E. 20TH PLACE, NORTH MIAMI BEACH, FL 33181

TENTATIVE PLAT NOTES:

- FOLIO NUMBERS: 07-2221-002-0770, 07-2221-002-0780, 07-2221-002-0790, 07-2221-002-0800, 07-2221-002-0801, 07-2221-002-0810, 07-2221-002-0820, 07-2221-002-0690, 07-2221-0002-0700, 07-2221-002-0701
- Development Contact Info: ALBERTO J. RABIONET, PSM 7218, Biscayne Engineering Co., 529 West Flagler Street, Miami, Florida, 33130. Phone: 305-324-7671 Ext. 230. AJRABIONET@BISCAYNEENGINEERING.COM
- Site Zoned: MU/C MIXED USE CORRIDOR (PER CITY OF NORTH MIAMI BEACH GIS WEBSITE).
- Lands shown hereon are located in Federal Flood Zone "X", Base Flood Elevation = N/A, per FIRM Map Number: 12086C0143, Suffix L, Community Name: City of North Miami Beach, Community Number: 120656, Revised: September 11, 2009.
- Proposed number of Lots or Tracts: 2
  Proposed Area of Tract 1 = ±53,482 SQ. FT. (1.228 ACRES)
  Proposed Area of Tract 2= ±26,184 SQ. FT. (0.601 ACRES)
- Right-of-Way to be closed: Those portions of alley that contain ± 4,300 sq. ft. & ± 2,359 sq. ft. lying within the boundaries of this plat.
- Total Gross area of Plat: ±79,666 SQ. FT. (1.829 acres) more or less
- Development Information / Proposed Use: To Be Determined



LOCATION MAP
SCALE: 1":150'
SECTION 21, TOWNSHIP 52 SOUTH, RANGE 42 EAST
CITY OF NORTH MIAMI BEACH, MIAMI-DADE COUNTY, FLORIDA

ABBREVIATIONS:

A/C	= AIR CONDITIONER
AC.	= ACRES
BEC	= BISCAYNE ENGINEERING CO.
BM	= BENCHMARK
C.B.S.	= CONCRETE BLOCK STRUCTURE
C&G	= CURB AND GUTTER
CLF	= CHAIN LINK FENCE
C.N.M.B.	= CITY OF NORTH MIAMI BEACH
COM.	= COMMUNICATION
CONC.	= CONCRETE
CB	= CATCH BASIN
D.B.	= DEED BOOK
D.C.	= DEPRESSED CURB
(E)	= EAST
EB	= ELECTRIC BOX
EL.	= ELEVATION
E/P	= EDGE OF PAVEMENT
ESMT.	= EASEMENT
FND	= FOUND
FPL	= FLORIDA POWER AND LIGHT
FT.	= FEET
I.D.	= IDENTIFICATION
L	= LENGTH (WHEN USED IN CURVE DATA)
LB	= LICENSED BUSINESS
LP	= LIGHT POLE
MN&L	= MAG NAIL & WASHER
MW	= MONITORING WELL
(N)	= NORTH
N.A.B.	= NOT A PART OF
NE	= NORTHEAST
No.	= NUMBER
N'LY	= NORTHERLY
NW	= NORTHWEST
N&D	= NAIL AND DISC
N&W	= NAIL AND WASHER
NTT	= NAIL TIN TAB
NGVD29	= NATIONAL GEODETIC VERTICAL DATUM OF 1929
O.R.B.	= OFFICIAL RECORDS BOOK
O/S	= OFFSET
(P)	= PER PLAT
P.D.	= PLAT BOOK
P.E.	= POINT OF CURVATURE
PG.	= PAGE
P.C.P.	= PERMANENT CONTROL POINT
PK	= PARKER KALON
P.O.B.	= POINT OF BEGINNING
P.S.	= PARKING SPACE(S)
P.R.M.	= PERMANENT REFERENCE MONUMENT
R	= RADIUS
R&C	= REBAR AND CAP
R/W	= RIGHT-OF-WAY
(S)	= SOUTH
S'LY	= SOUTHERLY
SE	= SOUTHEAST
SEC.	= SECTION
SQ.	= SQUARE
STA.	= STATION
SW	= SOUTHWEST
SEC.	= TANGENT
U.E.	= UTILITY EASEMENT
(W)	= WEST
℄	= CENTER LINE

LEGEND

LIGHTING TOWER	HANDICAP PARKING SPACE
GUY WIRE	FLAG POLE
ELECTRIC BOX	BOLLARD
WOOD POWER POLE	TELEPHONE/COMMUNICATION MANHOLE
POWER POLE	WELL
LIGHT POLE	CATCH BASIN
WIRE PULL BOX	SIGN
ELECTRIC TRANSFORMER	COMUNICATION BOX
ELECTRIC METER	BENCH
BACK FLOW PREVENTER	BENCHMARK
FIRE HYDRANT	STRUCTURE IDENTIFIER
WATER METER	TREE IDENTIFIER
WATER VALVE	ELECTRIC CONTROL CABINET
DRAINAGE MANHOLE	TWIN PALM
CLEAN-OUT	CLUSTER PALM
GREASE TRAP MANHOLE	
SANITARY SEWER MANHOLE	

LINE TYPES:

- CENTER LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT LIMITS
- CHAIN LINK FENCE
- OVERHEAD WIRE
- BUILDING OVERHANG
- HEDGES
- CONCRETE WALL
- CONCRETE
- BUILDING LIMITS

+ 8.8	= GROUND ELEVATION (TYPICAL)
8.88	= HARD SURFACE ELEVATION (TYPICAL)
8.88	= FINISHED FLOOR ELEVATION (TYPICAL)
△	= BENCHMARK ELEVATION (TYPICAL)

SURVEYOR'S NOTES:

- THIS SITE LIES IN SECTION 21, TOWNSHIP 52 SOUTH, RANGE 42 EAST, CITY OF NORTH MIAMI BEACH, MIAMI-DADE COUNTY, FLORIDA.
- BEARINGS SHOWN HEREON ARE REFERENCED TO THE EAST RIGHT-OF-WAY LINE OF N.E. 20th PLACE, BETWEEN NE 140th STREET AND NE 139th STREET, HAVING AN ASSUMED BEARING OF N02°58'59"W.
- LANDS SHOWN HEREON ARE LOCATED IN FEDERAL FLOOD ZONE "X" (ELEVATION N/A), PER FIRM MAP NUMBER 12086C0143, SUFFIX L, COMMUNITY NAME: CITY OF NORTH MIAMI BEACH, COMMUNITY NUMBER: 120656, REVISED: SEPTEMBER 11, 2009.
- THE NORTH PARCEL OF THE SUBJECT PROPERTY (PROPOSED TRACT 1) CONTAINS A TOTAL GROSS LAND AREA OF 53,482 SQ. FT. OR 1.228 ACRES MORE OR LESS. THE SOUTH PARCEL OF THE SUBJECT PROPERTY (PROPOSED TRACT 2) CONTAINS A TOTAL GROSS LAND AREA OF 26,184 SQ. FT. OR 0.601 ACRES MORE OR LESS. THE COMBINED SUBJECT PROPERTY CONTAINS TOTAL GROSS AREA OF PLAT: 79,666 SQ. FT. (1.829 ACRES) MORE OR LESS.
- RIGHT-OF-WAY LINES DO NOT REPRESENT AN OPINION OF OWNERSHIP BY THE SURVEYOR.
- DIMENSIONS AND DIRECTIONS INDICATED HEREON ARE CALCULATED FROM FIELD MEASUREMENTS USING A TOTAL STATION ELECTRONIC DISTANCE MEASUREMENT (EDM), AND MEASURING TAPE, UNLESS OTHERWISE NOTED.
- UNDERGROUND IMPROVEMENTS AND/OR UNDERGROUND ENCROACHMENTS, WHERE THEY ARE NOT VISIBLE AT SURFACE GROUND LEVEL, ARE NOT SHOWN INCLUDING BUT NOT LIMITED TO BUILDINGS, STRUCTURAL APPURTENANCES, STORM DRAINAGE SYSTEMS, TANKS OR RUBBISH FILLS.
- TREES SHOWN HEREON WERE LOCATED BY THE SURVEYOR, BUT NOT MEASURED OR IDENTIFIED.
- THIS DOCUMENT CONSISTS OF THREE (3) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHERS.
- NO ATTEMPT WAS MADE BY THE SURVEYOR TO LOCATE UNDERGROUND UTILITIES, UNDERGROUND LINES SHOWN HEREON ARE BASED ON DRAWING PREPARED BY KIMLEY HORN AND ASSOCIATES, SEE NOTE BELOW.
- NO ATTEMPT WAS MADE BY THE SURVEYOR TO DETERMINE MINERAL RIGHTS OWNERSHIP AND/OR RIGHTS-OF-ENTRY APPURTENANT THERETO.
- NO VISIBLE EVIDENCE OF WETLANDS OR WETLAND DELINEATION MARKERS WERE OBSERVED AT THE SURVEYED PROPERTY; CLIENT SHOULD CONSULT A QUALIFIED WETLANDS SPECIALIST TO DETERMINE ANY MATTERS REGARDING THE DELINEATION OF WETLANDS.
- ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29), AND ARE REFERENCED ON THE FOLLOWING BENCHMARKS:

  i) BENCHMARK N-415-R, PK NAIL AND BRASS WASHER IN CONCRETE CURB, LOCATED 1.5' NORTH OF THE NORTH EDGE OF PAVEMENT OF NE 135 STREET AND 90' WEST OF PROJECTED WEST EDGE OF PAVEMENT OF BISCAYNE BOULEVARD. ELEVATION= 6.45' (NGVD29)

  ii) BENCHMARK Z-239, U.S. C & G BRASS DISC IN NW END OF SW CONC BRIDGE ABUTMENT OF FEC R.R., LOCATED ±270' NE OF C/L OF NE 135 STREET AND ±650' WEST OF C/L OF US HWY #1 (BISCAYNE BLVD.). ELEVATION = 13.13' (NGVD29)
- THE CONVERSION FACTOR FROM NGVD29 TO NAVD88 AT THIS SITE IS: NGVD29 = 1.56' + NAVD88
- THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FL.
- THE MIAMI-DADE COUNTY FLOOD CRITERIA IS 5 FEET, BY INTERPOLATION, AS SHOWN ON THE AMENDED PLAT OF FLOOD CRITERIA MAP, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 120, AT PAGE 13, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
- UNDERGROUND LINES AND UTILITY EASEMENTS ARE BASED ON "EXISTING UTILITY EASEMENT" PLAN PREPARED BY KIMLEY HORN AND ASSOCIATES, KHA PROJECT, DATED NOVEMBER 2021.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED **"BOUNDARY AND TOPOGRAPHIC SURVEY"** WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND COMPLIES WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J-17-062, F.A.C.

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BISCAYNE ENGINEERING COMPANY, INC.
529 WEST FLAGLER STREET, MIAMI, FL. 33130
(305) 324-7671
STATE OF FLORIDA DEPARTMENT OF AGRICULTURE
LB-0000129

SURVEY DATE: **02-26-2025**

_____
WOLFGANG S. HUECK, PSM, FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER NO. 6519
STATE OF FLORIDA

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J-17-062, F.A.C. THIS ITEM HAS BEEN DIGITALLY SIGNED. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

ORDER #	DATE	F.B. #	COMMENTS

BISCAYNE ENGINEERING
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MIAMI-DADE
529 W. FLAGLER ST, MIAMI, FL 33130
TEL (305) 324-7671, FAX (305) 324-0809
PALM BEACH
449 NW 35TH ST, BOCA RATON, FL 33431
TEL (561) 392-2594, FAX (561) 392-2595
E-MAIL: INFO@BISCAYNEENGINEERING.COM
WEB: WWW.BISCAYNEENGINEERING.COM

ARCH CREEK EQUITIES DEVELOPMENT
FOR: NAI MIAMI | SCALE: 1"=20' | DESIGNED BY: WH | APPROVED BY: WH | DATE: 02/26/25
DRAWN BY: KTF/M.C.A. | CHECKED BY: J.M. | F.B./PG.: 3100/77-79, 3103/01-08

ORDER No. 03-87346
SHEET No. 1 of 3

F:\SURVEY\PROJECTS\87000's\87346 NAI MIAMI- NORTH MIAMI BEACH REPLATTING\2 CAD\2 DWG\87346.DWG [COVER SHEET] Mar 05, 2025 7:22pm LMAINEGRA

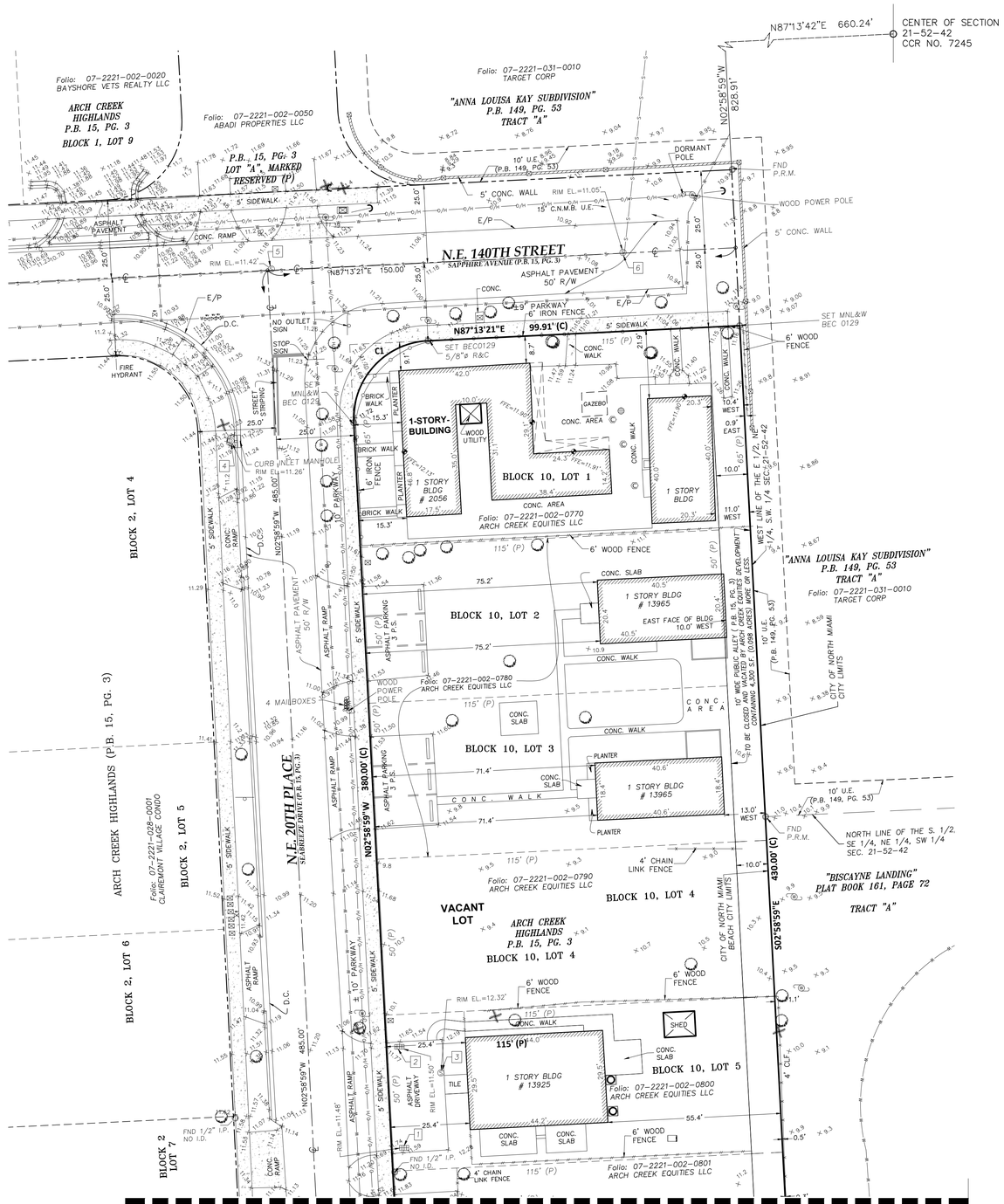
DC-6331

BOUNDARY & TOPOGRAPHIC SURVEY / TENTATIVE PLAT OF

ARCH CREEK EQUITIES DEVELOPMENT

A REPLAT OF ALL OF BLOCK 10 TOGETHER WITH THE 10 FOOT WIDE PUBLIC ALLEY LYING ADJACENT THERETO AND LOTS 1 THROUGH 4 OF BLOCK 9 TOGETHER WITH THE 10 FOOT WIDE PUBLIC ALLEY LYING ADJACENT THERETO OF ARCH CREEK HIGHLANDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 3 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
LYING IN SECTION 21, TOWNSHIP 52 SOUTH, RANGE 42 EAST CITY OF NORTH MIAMI BEACH, MIAMI-DADE COUNTY, FLORIDA

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.



MATCH LINE A, SEE RIGHT

MATCH LINE A, SEE LEFT

MATCH LINE B, SEE SHEET 3

CURVE No.	RADIUS	LENGTH	DELTA	CHORD DISTANCE
C1	25.00'	39.36'	90°12'20"	35.42'
C2	25.00'	39.18'	89°47'40"	35.29'
C3	25.00'	31.71'	72°39'48"	29.62'

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PLANNERS
• SINCE 1898 •

ORDER #	DATE	F.B. #	COMMENTS

ARCH CREEK EQUITIES DEVELOPMENT

FOR: NAI MIAMI | DRAWN BY: KTF/M.C.A. | CHECKED BY: J.M.
SCALE: 1"=20' | DESIGNED BY: WH | F.B./PG.: 3100/77-79, 3103/01-08
DATE: 02/26/25 | APPROVED BY: WH

ORDER No. 03-87346

SHEET No. 2 of 3

DC-6331

F:\SURVEY\PROJECTS\87000's\87346 NAI MIAMI- NORTH MIAMI BEACH REPLATTING\2 CAD\2 DWG\87346.DWG [PAGE 2] Mar 05, 2025 7:22pm LMAINEGRA

BOUNDARY & TOPOGRAPHIC SURVEY / TENTATIVE PLAT OF

ARCH CREEK EQUITIES DEVELOPMENT

A REPLAT OF ALL OF BLOCK 10 TOGETHER WITH THE 10 FOOT WIDE PUBLIC ALLEY LYING ADJACENT THERETO AND LOTS 1 THROUGH 4 OF BLOCK 9 TOGETHER WITH THE 10 FOOT WIDE PUBLIC ALLEY LYING ADJACENT THERETO OF ARCH CREEK HIGHLANDS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 3 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
LYING IN SECTION 21, TOWNSHIP 52 SOUTH, RANGE 42 EAST CITY OF NORTH MIAMI BEACH, MIAMI-DADE COUNTY, FLORIDA

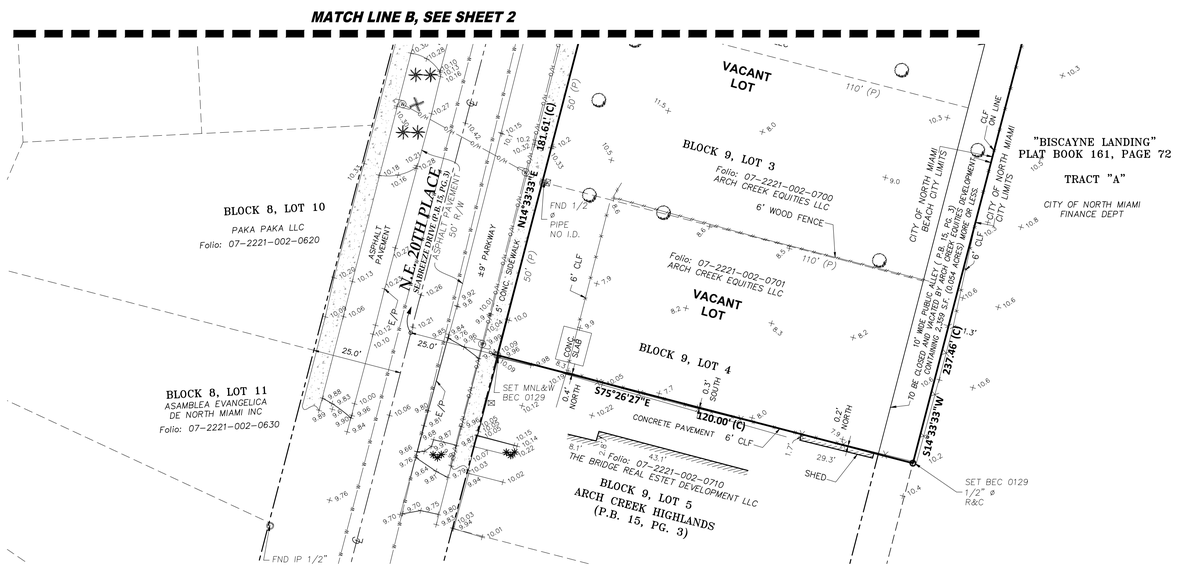
GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

N

BISCAYNE ENGINEERING



STRUCTURES TABLE

NUMBER	STRUCTURE	RIM ELEV (FEET)	DEPTH	INVERT ELEV (FEET)	PIPE DIAM (INCH)	MATERIAL	DIRECTION	DESCRIPTION
1	CB	11.48				BAFFLED	NORTH	BAFFLED
			6.22	5.26			BOTTOM	
2	CB	11.50				BAFFLED	SOUTH	BAFFLED
			6.30	5.20		CLAY	BOTTOM	
3	MHS	12.32						FILLED WITH EXCREMENT TO THE TOP
4	MHD	11.26	4.60	6.66	15	METAL	SOUTH	
			6.45	4.81			BOTTOM	
5	MHS	11.42	7.90	3.52	8		NORTH	
			7.80	3.62	8	PVC	EAST	
			7.75	3.67	8	PVC	SOUTH	
			7.90	3.52	8	PVC	WEST	
6	MHS	11.05	7.05	4.00	8	PVC	NORTH	
			7.15	3.90	8	PVC	SOUTH	
			7.20	3.85	8	PVC	WEST	

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ORDER #	DATE	F.B. #	COMMENTS

ARCH CREEK EQUITIES DEVELOPMENT

FOR: NAI MIAMI
SCALE: 1"=20'
DATE: 02/26/25
DESIGNED BY: WH
APPROVED BY: WH
DRAWN BY: KTF/M.C.A.
F.B./PG.:
CHECKED BY: J.M.
3100/77-79, 3103/01-08

ORDER No.
03-87346

SHEET No.
3 of 3

F:\SURVEY\PROJECTS\87000's\87346 NAI MIAMI- NORTH MIAMI BEACH REPLATTING\2. CAD\2. DWG\87346.DWG [PAGE 3] Mar 05, 2025 7:22pm LMAINEGRA

DC-6331

Kimley»Horn

MEMORANDUM

To: Zafar Ahmed
City of North Miami Beach

From: Adrian K. Dabkowski, P.E., PTOE

Date: March 17, 2025

Subject: Arch Creek | NAI Development
Updated Traffic Study Methodology

The purpose of this memorandum is to summarize the traffic study methodology for the proposed redevelopment located along the east side of NE 20th Place from NE 140th Street to south of NE 139th Street in North Miami Beach, Florida. Currently, the site proposed for redevelopment is occupied one (1) single family home and 31 low-rise multifamily residential units. The proposed redevelopment consists of 293 mid-rise multifamily residential units. A project location map and conceptual site plan are provided in Attachment A.

Note that a traffic study methodology for the project was previous approved on November 9, 2021. The previous approved methodology is attached in Attachment B. The following sections consist of the same study area previously approved with updated trip generation calculations based on the latest site plan and the latest trip generation rates and equations.

TRIP GENERATION

Trip generation calculations for the existing development and the proposed redevelopment were performed using the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 11th Edition. The trip generation for the existing land uses was determined using ITE Land Use Code (LUC) 210 (Single-Family Detached Housing) and LUC 220 (Multifamily Housing [Low-Rise]). The trip generation for the proposed land use was determined using ITE LUC 221 (Multifamily Housing [Mid-Rise]).

A multimodal (public transit, bicycle, and pedestrian) factor based on US Census *Means of Transportation to Work* data was reviewed for the census tract in which the redevelopment is located. A multimodal factor of 13.6 percent (13.6%) was determined for the proposed redevelopment. It is expected that a portion of residents and guests will choose to walk, bike, or use public transit to and from the proposed redevelopment. Transit route information will be documented in the report.

The project is expected to generate 90 net new weekday A.M. peak hour vehicular trips and 84 net new weekday P.M. peak hour vehicular trips. The updated trip generation calculations may be revised based on revisions to the redevelopment program or site plan modifications. Detailed trip generation calculations and US Census *Means of Transportation to Work* data are included in Attachment C.

STUDY AREA

Based on the proposed redevelopment plan, the following intersections in addition to the project driveways are proposed to be analyzed:

- US-1/Biscayne Boulevard and Target Driveway
- US-1/Biscayne Boulevard and NE 140th Street

- US-1/Biscayne Boulevard and Highlands Drive/NE 139th Street
- NE 20th Place and NE 140th Street
- NE 20th Place/Seabreeze Drive and NE 139th Street
- NE 20th Place/Seabreeze Drive and Highland Drive
- US-1/Biscayne Boulevard and NE 143rd Street

Additional the roadway segment of US-1/Biscayne Boulevard south of NE 143rd Street will be analyzed.

DATA COLLECTION

Turning movement counts will be collected at all identified study intersections on a typical weekday (Tuesday, Wednesday, or Thursday) during the A.M. (7:00 A.M. to 9:00 A.M.) and P.M. (4:00 P.M. to 6:00 P.M.) peak period. All traffic counts will be adjusted to peak season conditions using the appropriate FDOT peak season category factors. Turning movement counts will be collected in 15-minute intervals during the two (2) peak periods. Turning movement counts will also include pedestrians and bicyclists.

Signal timing information will be obtained from Miami-Dade County Department of Transportation and Public Works – Traffic Signals and Signs Division. All traffic data collected will be provided in the Appendix of the traffic analysis report.

TRIP DISTRIBUTION

Trip distribution will be determined based on turning movements counts collected at the study area intersections and on an interpolated cardinal trip distribution for the project site's traffic analysis zones (TAZs) obtained from the Miami-Dade Transportation Planning Organization's (TPO) *2045 Cost Feasible Plan* travel demand model 2015 and 2045 data. The trip distribution for the anticipated build-out year of 2027 was interpolated from the 2015 and 2045 data. The project is located within TAZ 188 and TAZ 190. The detailed cardinal distribution is provided in Attachment C.

BACKGROUND GROWTH RATE/MAJOR COMMITTED DEVELOPMENT

A background growth rate will be calculated based on historic growth trends at nearby FDOT traffic count stations. Additionally, growth rates based on the Florida Standard Urban Transportation Model Structure (FSUTMS) Southeast Regional Planning Model (SERPM) projected 2015 and 2045 model network volumes will be examined. The higher of the two (2) growth rates will be used in the analysis. Documentation will be provided in the Appendix of the traffic impact study.

The City's review of this document will determine any committed projects to include in background conditions. The City will provide the corresponding approved traffic study for any committed projects identified. The following committed projects have been identified.

- Sole Mia
- Raising Cane's
- Capri-13899 Biscayne Boulevard

CAPACITY ANALYSIS

Capacity analyses will be conducted for the A.M. and P.M. peak hours at the study intersections. Intersection analyses will be performed using *Synchro* traffic engineering analysis software which

applies the Transportation Research Board's (TRB's), *Highway Capacity Manual* (HCM) 7th and 2000 Edition methodologies.

Roadway segment capacity analysis will be conducted using turning movement counts collected at the study intersections. The roadway segment analysis will be based on Florida Department of Transportation's (FDOT) *2023 Multimodal Quality/Level of Service Handbook.*

Capacity analyses will be conducted for three (3) scenarios: existing, future build-out without project (future background conditions), and future build-out with project (future total conditions). If intersection capacity deficiencies created by the redevelopment are identified, strategies may be developed to attain adopted levels of service. A build-out year of 2027 will be used in the analysis.

The following figures will be included for the study intersections:

- Existing conditions
- Future background traffic conditions (with growth rate and committed development traffic)
- Trip distribution
- Trip assignment
- Future total traffic conditions (with project)

PROJECT DRIVEWAY TURN LANE ANALYSES

Right and left turn-lane analyses will be conducted at the proposed project driveways. The analysis will determine whether exclusive right-turn lanes or left-turn lanes will be required based on Florida Department of Transportation's (FDOT) *Multimodal Access Management Guidebook*, 2023 and based on the turn-lane warrant methodology contained in the NCHRP Report 457.

95TH PERCENTILE QUEUING ANALYSIS

A 95th percentile queuing analysis will be prepared for study area intersection turn lanes with project traffic assigned to them. The queuing analysis will be conducted for three (3) scenarios: existing, future build-out without project (future background conditions), and future build-out with project (future total conditions). If turn lane queues exceed capacity as a result of the redevelopment, strategies may be developed to provide mitigation.

ROADWAY SEGMENT CAPACITY ANALYSIS

A roadway segment capacity analysis will be conducted for the highest peak period using FDOT's Generalized Level of Service (LOS) Tables for two-way peak hour volumes from FDOT's *2023 Multimodal Quality/Level of Service Handbook* for roadway segments between the study intersections.

TRANSPORTATION DEMAND MANAGEMENT STRATEGIES

Transportation Demand Management (TDM) strategies will be developed to reduce the impact of project traffic on the surrounding roadway network and promote trip reduction. Typical measures promote bicycling and walking, encourage car/vanpooling and offer alternatives to the typical workday hours.

DOCUMENTATION

The results of the traffic analysis will be summarized in a report. The report will include supporting documents including signal timings, lane geometry, and software output sheets. The report will also include text and graphics necessary to summarize the assumptions and analysis.

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Attachment A

Project Location Map and Site Plan

Kimley»Horn

© 2025

Figure 1
Location Map
NAI Development
North Miami Beach, Florida

SITE PLAN DATA
CURRENT USE AND INTENSITY R3 SINGLE FAMILY HOMES
ZONING MU/C
LAND USE MU/C MIXED USE CORRIDOR
BUILDING LENGTH / FRONTAGE WIDTH X
BUILDING HEIGHT 10 LEVELS 121' - 8"
SETBACK MEASUREMENTS NORTH TOWER — SOUTH TOWER - NORTH 10'-0" — NORTH 10'-0" - EAST 0'-0" — EAST 1'-10" - SOUTH 10'-0" — SOUTH 30'-0" - WEST 10'-0" — WEST 10'-0"
FINISHED FLOOR ELEVATIONS (F.F.E.)
UNITS TOTAL : 293
COMMERCIAL SQUARE FOOTAGE: 0
LOT COVERAGE: 67.6%
PERVIOUS & IMPERVIOUS CALCULATION X X
OPEN SPACE LOCATION
OFF STREET PARKING SPACES:412 ADA:9 LOADING:4
PARKING DATA: REQUIRED: 293 UNITS X 1.0 = 293 SPACES GUEST 319/20 = 15 SPACES TOTAL 308 SPACES PROVIDED: LEVEL 1 38 SPACES LEVEL 2-8 48 x 7L = 336 SPACES LEVEL 9 47 SPACES TOTAL 421 SPACES 1.43 CARS/UNIT

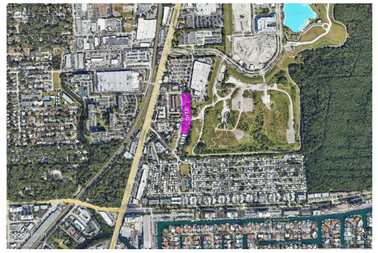
UNIT BREAKDOWN:

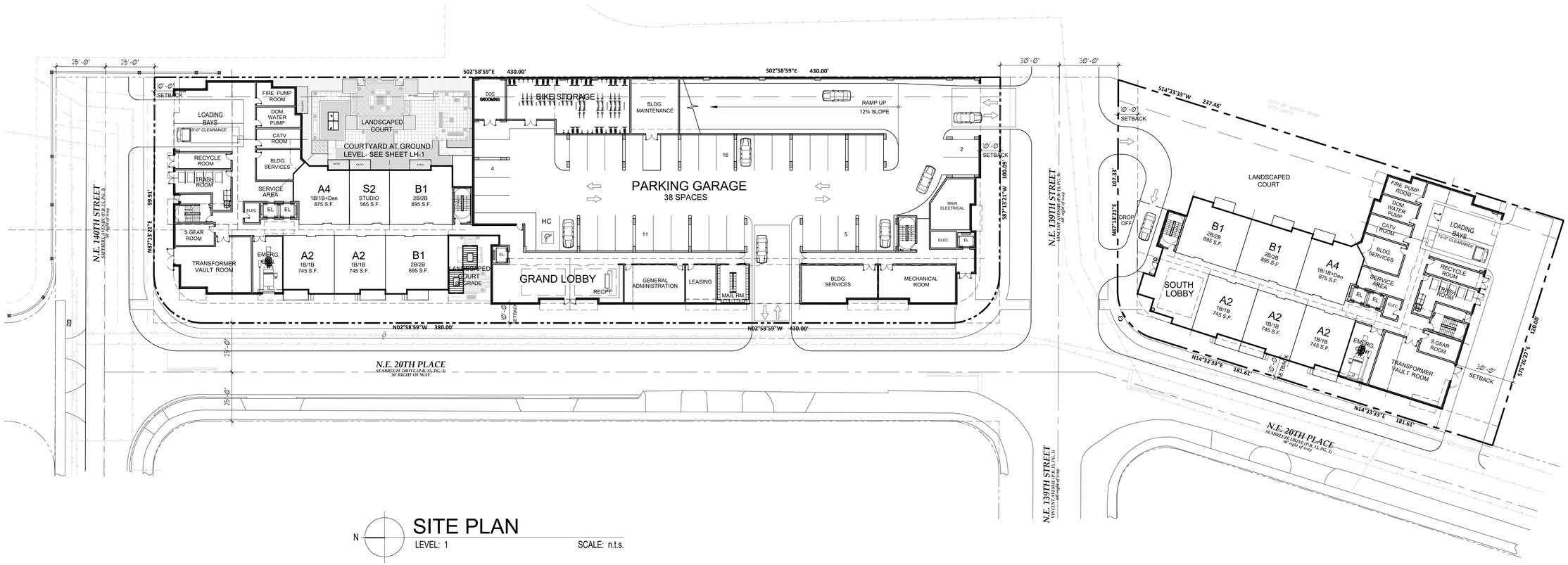
UNIT TYPE	S.F.	1st	2nd-9th	10th	TOTAL UNITS	NET SALEABLE
UNIT S1 (STUDIO)	550	-	1Ux8L=8	-	8	4,440 SF
UNIT S2 (STUDIO)	565	1	1Ux8L=8	1	10	5,650 SF
UNIT S3 (STUDIO)	595	-	1Ux8L=8	-	8	4,760 SF
UNIT A1 (1BD/1BA)	695	-	2Ux8L=16	2	18	12,510 SF
UNIT A2 (1BD/1BA)	745	5	9Ux8L=72	9	86	64,070 SF
UNIT A3 (1BD/1BA)	765	-	5Ux8L=40	-	40	30,600 SF
UNIT A4 (1BD/1BA+Den)	875	2	2Ux8L=16	2	20	17,500 SF
UNIT B1 (2BD/2BA)	890	4	5Ux8L=40	5	49	43,610 SF
UNIT B2 (2BD/2BA)	960	-	6Ux8L=48	6	54	51,840 SF
TOTAL	-	12	256	25	293	234,980 SF

UNIT MIX:

STUDIO	1B/1B	1B/1B+Den	2B/2B	TOTAL
26	144	20	103	293
8.9%	49.1%	6.8%	35.2%	100%

LOCATION MAP





N

SITE PLAN

LEVEL: 1 SCALE: n.t.s.

COHEN • FREEDMAN • ENCINOSA & ASSOC.
Architects, PA AA C000779
8085 N.W. 155th Street Miami Lakes, Florida 33016
305 826 3999

Project name:
ARCH CREEK
NE 20th Pl, North Miami Beach, FL 33181

COVER

SANDY L. PEACEMAN
STATE OF FLORIDA
REGISTERED ARCHITECT
AR# 0016169

ARTURO L. ROBINSON
STATE OF FLORIDA
REGISTERED ARCHITECT
AR# 0012225

No.	Description	Date

Drawn by: CFE

Date: 06.30.23

Sheet no: **SP.1**

Project: 3810

Attachment B

Previously Approved Traffic Study Methodology

THE CORRADINO GROUP, INC.

CORRADINO

ENGINEERS · PLANNERS · PROGRAM MANAGERS · ENVIRONMENTAL SCIENTISTS

date:	November 9, 2021
to:	Kent Walia, AICP
from:	Vanessa Spatafora, P.E.
cc:	Jethro Francois
subject:	Traffic Impact Methodology for NAI Development

MEMORANDUM

Mr. Walia, this memorandum documents the findings of the detailed review of the Traffic Impact Study Methodology for the NAI Development project located along the east side of NE 20th Place from NE 140th Street to south of NE 139th Street in the City of North Miami Beach, FL., submitted by Kimley Horn and Associates, Inc. and dated September 15, 2021. As reported, the proposed NAI Development redevelopment will consist 319 mid-rise residential units. The site proposed for redevelopment is currently occupied by one single family home and 31 low-rise dwelling units. The following are our comments:

1. **Historical Growth Rate:** The historical growth rates calculated using FDOT count sites should be done for the 5-year period of 2015-2019. 2020 counts should not be included in this analysis.
2. **95th Percentile Queue Length Analysis:** The 95% queue for the study intersections shall be reported and analyzed as part of this report.
3. **Committed Trips:** Please note that the City of North Miami does have development in the area. The SoLe Mia development in North Miami needs to be included in the background traffic condition.

4055 NW 97TH AVENUE · SUITE 200 · MIAMI, FL 33178
TEL 800.887.5551 · 305.594.0735
FAX 305.594.0755
WWW.CORRADINO.COM

Kimley»Horn

MEMORANDUM

To: Kent Walia
City of North Miami Beach

From: Adrian K. Dabkowski, P.E., PTOE
Raquel Selanikio, E.I.

Date: September 15, 2021

Subject: NAI Development
Traffic Study Methodology

The purpose of this memorandum is to summarize the traffic study methodology for the proposed redevelopment located along the east side of NE 20th Place from NE 140th Street to south of NE 139th Street in North Miami Beach, Florida. Currently, the site proposed for redevelopment is occupied one (1) single family home and 31 low-rise residential units. The proposed redevelopment consists of 319 mid-rise residential units. A project location map and conceptual site plan are provided in Attachment A. The following sections summarize our proposed methodology.

TRIP GENERATION

Trip generation calculations for the existing development and the proposed redevelopment were performed using the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 10th Edition. The trip generation for the existing land uses was determined using ITE Land Use Code (LUC) 210 (Single-Family Detached Housing) and LUC 220 (Multifamily Housing [Low-Rise]). The trip generation for the proposed land use was determined using ITE LUC 221 (Multifamily Housing [Mid-Rise]).

A multimodal (public transit, bicycle, and pedestrian) factor based on US Census *Means of Transportation to Work* data was reviewed for the census tract in which the redevelopment is located. A multimodal factor of 11.1 percent (11.1%) was determined for the proposed redevelopment. It is expected that a portion of residents and guests will choose to walk, bike, or use public transit to and from the proposed redevelopment. Transit route information will be documented in the report.

The project is expected to generate 80 net new weekday A.M. peak hour vehicular trips and 100 net new weekday P.M. peak hour vehicular trips. Trip generation calculations may be revised based on revisions to the redevelopment program or site plan modifications. Detailed trip generation calculations and US Census *Means of Transportation to Work* data are included in Attachment B.

STUDY AREA

Based on the proposed redevelopment plan, the following intersections in addition to the project driveways are proposed to be analyzed:

- US-1/Biscayne Boulevard and Target Driveway
- US-1/Biscayne Boulevard and NE 140th Street
- US-1/Biscayne Boulevard and Highlands Drive/NE 139th Street
- NE 20th Place and NE 140th Street
- NE 20th Place/Seabreeze Drive and NE 139th Street
- NE 20th Place/Seabreeze Drive and Highland Drive

DATA COLLECTION

Turning movement counts will be collected at all identified study intersections on a typical weekday (Tuesday, Wednesday, or Thursday) during the A.M. (7:00 A.M. to 9:00 A.M.) and P.M. (4:00 P.M. to 6:00 P.M.) peak period. All traffic counts will be adjusted to peak season conditions using the appropriate FDOT peak season category factors. Turning movement counts will be collected in 15-minute intervals during the two (2) peak periods. Turning movement counts will also include pedestrians and bicyclists.

Furthermore, to account for atypical conditions due to the COVID-19 pandemic, collected traffic counts will be compared to counts collected along Biscayne Boulevard in 2018. The collected turning movement counts will be factored based on the factor determined from the previously collected counts.

Signal timing information will be obtained from Miami-Dade County Department of Transportation and Public Works – Traffic Signals and Signs Division. All traffic data collected will be provided in the Appendix of the traffic analysis report.

TRIP DISTRIBUTION

Trip distribution will be determined based on turning movements counts collected at the study area intersections and on an interpolated cardinal trip distribution for the project site's traffic analysis zones (TAZs) obtained from the Miami-Dade Transportation Planning Organization's (TPO) *2045 Cost Feasible Plan* travel demand model 2015 and 2045 data. The trip distribution for the anticipated build-out year of 2024 was interpolated from the 2015 and 2045 data. The project is located within TAZ 188 and TAZ 190. The detailed cardinal distribution is provided in Attachment C.

BACKGROUND GROWTH RATE/MAJOR COMMITTED DEVELOPMENT

A background growth rate will be calculated based on historic growth trends at nearby FDOT traffic count stations. Additionally, growth rates based on the Florida Standard Urban Transportation Model Structure (FSUTMS) Southeast Regional Planning Model (SERPM) projected 2015 and 2045 model network volumes will be examined. The higher of the two (2) growth rates will be used in the analysis. Documentation will be provided in the Appendix of the traffic impact study.

The City's review of this document will determine any committed projects to include in background conditions. The City will provide the corresponding approved traffic study for any committed projects identified.

CAPACITY ANALYSIS

Capacity analyses will be conducted for the A.M. and P.M. peak hours at the study intersections. Intersection analyses will be performed using *Synchro* traffic engineering analysis software which applies the Transportation Research Board's (TRB's), *Highway Capacity Manual* (HCM) 2000 and 6th Edition methodologies. Capacity analyses will be conducted for three (3) scenarios: existing, future build-out without project (future background conditions), and future build-out with project (future total conditions). If intersection capacity deficiencies created by the redevelopment are identified, strategies may be developed to attain adopted levels of service. A build-out year of 2024 will be used in the analysis.

The following figures will be included for the study intersections:

- Existing conditions
- Future background traffic conditions (with growth rate and committed development traffic)
- Trip distribution
- Trip assignment
- Future total traffic conditions (with project)

GARAGE ENTRY GATE OPERATIONS ANALYSIS

A 95th percentile entry gate analysis will be prepared for parking garage entry points, if entry gates are provided. The entry gate queuing analysis will be prepared for the weekday A.M. and P.M. peak hours. Entry gate queuing analysis will be conducted consistent with the procedures outlined in ITE's *Transportation and Land Development*, 1988 and/or *Parking Structures – Planning, Design, Construction, Maintenance, and Repair*, 2000 and 2011. The purpose of this analysis is to determine any future queue storage deficiencies at the entry gates and provide preliminary recommendations for mitigating these deficiencies.

DOCUMENTATION

The results of the traffic analysis will be summarized in a report. The report will include supporting documents including signal timings, lane geometry, and software output sheets. The report will also include text and graphics necessary to summarize the assumptions and analysis.

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Attachments from Approved Methodology Omitted to Minimized Duplicative or Outdated Information.

Attachment C

Updated Trip Generation Calculations

AM PEAK HOUR TRIP GENERATION COMPARISON

EXISTING WEEKDAY AM PEAK HOUR TRIP GENERATION

		ITE TRIP GENERATION CHARACTERISTICS					DIRECTIONAL DISTRIBUTION		BASELINE TRIPS			MULTIMODAL REDUCTION		GROSS TRIPS			INTERNAL CAPTURE		EXTERNAL VEHICLE TRIPS			PASS-BY CAPTURE		NET NEW EXTERNAL TRIPS		
							Percent																			
		Land Use	ITE Edition	ITE Code	Scale	ITE Units	In	Out	In	Out	Total	Percent	MR Trips	In	Out	Total	Percent	IC Trips	In	Out	Total	Percent	PB Trips	In	Out	Total
GROUP 1	1	Single-Family Detached Housing	11	210	1	du	25%	75%	0	1	1	13.6%	0	0	1	1	0.0%	0	0	1	1	0.0%	0	0	1	1
	2	Multifamily Housing (Low-Rise)	11	220	31	du	24%	76%	3	9	12	13.6%	2	2	8	10	0.0%	0	2	8	10	0.0%	0	2	8	10
	3																									
	4																									
	5																									
	6																									
	7																									
	8																									
	9																									
	10																									
	11																									
	12																									
	13																									
	14																									
	15																									
								Total:	3	10	13	13.6%	2	2	9	11	0.0%	0	2	9	11	0.0%	0	2	9	11

ITE Land Use Code	Rate or Equation
210	LN(Y) = 0.91*LN(X)+0.12
220	Y=0.4(X)

PROPOSED WEEKDAY AM PEAK HOUR TRIP GENERATION

		ITE TRIP GENERATION CHARACTERISTICS					DIRECTIONAL DISTRIBUTION		BASELINE TRIPS			MULTIMODAL REDUCTION		GROSS TRIPS			INTERNAL CAPTURE		EXTERNAL VEHICLE TRIPS			PASS-BY CAPTURE		NET NEW EXTERNAL TRIPS		
							Percent																			
		Land Use	ITE Edition	ITE Code	Scale	ITE Units	In	Out	In	Out	Total	Percent	MR Trips	In	Out	Total	Percent	IC Trips	In	Out	Total	Percent	PB Trips	In	Out	Total
GROUP 2	1	Multifamily Housing (Mid-Rise)	11	221	293	du	23%	77%	27	90	117	13.6%	16	23	78	101	0.0%	0	23	78	101	0.0%	0	23	78	101
	2																									
	3																									
	4																									
	5																									
	6																									
	7																									
	8																									
	9																									
	10																									
	11																									
	12																									
	13																									
	14																									
	15																									
								Total:	27	90	117	13.6%	16	23	78	101	0.0%	0	23	78	101	0.0%	0	23	78	101

ITE Land Use Code	Rate or Equation
221	Y=0.44*(X)+-11.61

	IN	OUT	TOTAL
NET NEW TRIPS	**21**	**69**	**90**

PM PEAK HOUR TRIP GENERATION COMPARISON

EXISTING WEEKDAY PM PEAK HOUR TRIP GENERATION

		ITE TRIP GENERATION CHARACTERISTICS					DIRECTIONAL DISTRIBUTION		BASELINE TRIPS			MULTIMODAL REDUCTION		GROSS TRIPS			INTERNAL CAPTURE		EXTERNAL VEHICLE TRIPS			PASS-BY CAPTURE		NET NEW EXTERNAL TRIPS		
							Percent																			
		Land Use	ITE Edition	ITE Code	Scale	ITE Units	In	Out	In	Out	Total	Percent	MR Trips	In	Out	Total	Percent	IC Trips	In	Out	Total	Percent	PB Trips	In	Out	Total
GROUP 1	1	Single-Family Detached Housing	11	210	1	du	63%	37%	1	0	1	13.6%	0	1	0	1	0.0%	0	1	0	1	0.0%	0	1	0	1
	2	Multifamily Housing (Low-Rise)	11	220	31	du	63%	37%	10	6	16	13.6%	2	9	5	14	0.0%	0	9	5	14	0.0%	0	9	5	14
	3																									
	4																									
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	10																									
	11																									
	12																									
	13																									
	14																									
	15																									
		ITE Land Use Code		Rate or Equation				**Total:**	11	6	17	13.6%	2	10	5	15	0.0%	0	10	5	15	0.0%	0	10	5	15
		210		LN(Y) = 0.94*LN(X)+0.27																						
		220		Y=0.51(X)																						

PROPOSED WEEKDAY PM PEAK HOUR TRIP GENERATION

		ITE TRIP GENERATION CHARACTERISTICS					DIRECTIONAL DISTRIBUTION		BASELINE TRIPS			MULTIMODAL REDUCTION		GROSS TRIPS			INTERNAL CAPTURE		EXTERNAL VEHICLE TRIPS			PASS-BY CAPTURE		NET NEW EXTERNAL TRIPS		
							Percent																			
		Land Use	ITE Edition	ITE Code	Scale	ITE Units	In	Out	In	Out	Total	Percent	MR Trips	In	Out	Total	Percent	IC Trips	In	Out	Total	Percent	PB Trips	In	Out	Total
GROUP 2	1	Multifamily Housing (Mid-Rise)	11	221	293	du	61%	39%	70	45	115	13.6%	16	60	39	99	0.0%	0	60	39	99	0.0%	0	60	39	99
	2																									
	3																									
	4																									
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	10																									
	11																									
	12																									
	13																									
	14																									
	15																									
		ITE Land Use Code		Rate or Equation				**Total:**	70	45	115	13.6%	16	60	39	99	0.0%	0	60	39	99	0.0%	0	60	39	99
		221		Y=0.39*(X)+0.34																						

	IN	OUT	TOTAL
NET NEW TRIPS	**50**	**34**	**84**

Means of Transportation to Work

Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

(178+8+53)/(1,979-218) = 13.6%

Label	Census Tract 1.09; Miami-Dade County; Florida	
	Estimate	Margin of Error
Total:	1,979	±367
Car, truck, or van:	1,505	±296
Drove alone	1,293	±280
Carpooled:	212	±136
In 2-person carpool	196	±130
In 3-person carpool	16	±27
In 4-person carpool	0	±15
In 5- or 6-person carpool	0	±15
In 7-or-more-person carpool	0	±15
Public transportation (excluding taxicab):	178	±120
Bus	178	±120
Subway or elevated rail	0	±15
Long-distance train or commuter rail	0	±15
Light rail, streetcar or trolley (carro público in Puerto Rico)	0	±15
Ferryboat	0	±15
Taxicab	0	±15
Motorcycle	0	±15
Bicycle	8	±14
Walked	53	±87
Other means	17	±31
Worked from home	218	±170

Table Notes

Means of Transportation to Work

Survey/Program: American Community Survey

Universe: Workers 16 years and over

Year: 2023

Estimates: 5-Year

Table ID: B08301

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, the decennial census is the official sourc of population totals for April 1st of each decennial year. In between censuses, the Census Bureau's Population Estimates Program produces and dissemina the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units and the group quarters population states and counties.

Information about the American Community Survey (ACS) can be found on the ACS website. Supporting documentation including code lists, subject definitions, data accuracy, and statistical testing, and a full list of ACS tables and table shells (without estimates) can be found on the Technical Documentation section of the ACS website.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the
Methodology
section.

Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates

ACS data generally reflect the geographic boundaries of legal and statistical areas as of January 1 of the estimate year. For more information, see Geograp Boundaries by Year.

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represent through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see ACS Technical Documentation). The effect of nonsampling error is not represented in these tables.

Users must consider potential differences in geographic boundaries, questionnaire content or coding, or other methodological issues when comparing AC data from different years. Statistically significant differences shown in ACS Comparison Profiles, or in data users' own analysis, may be the result of these differences and thus might not necessarily reflect changes to the social, economic, housing, or demographic characteristics being compared. For more information, see Comparing ACS Data.

Workers include members of the Armed Forces and civilians who were at work last week.

Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on 2020 Census data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Explanation of Symbols:

-

The estimate could not be computed because there were an insufficient number of sample observations. For a ratio of medians estimate, one or both of th median estimates falls in the lowest interval or highest interval of an open-ended distribution. For a 5-year median estimate, the margin of error associate with a median was larger than the median itself.

N

The estimate or margin of error cannot be displayed because there were an insufficient number of sample cases in the selected geographic area.

(X)

The estimate or margin of error is not applicable or not available.

median-

The median falls in the lowest interval of an open-ended distribution (for example "2,500-")

median+

The median falls in the highest interval of an open-ended distribution (for example "250,000+").

**

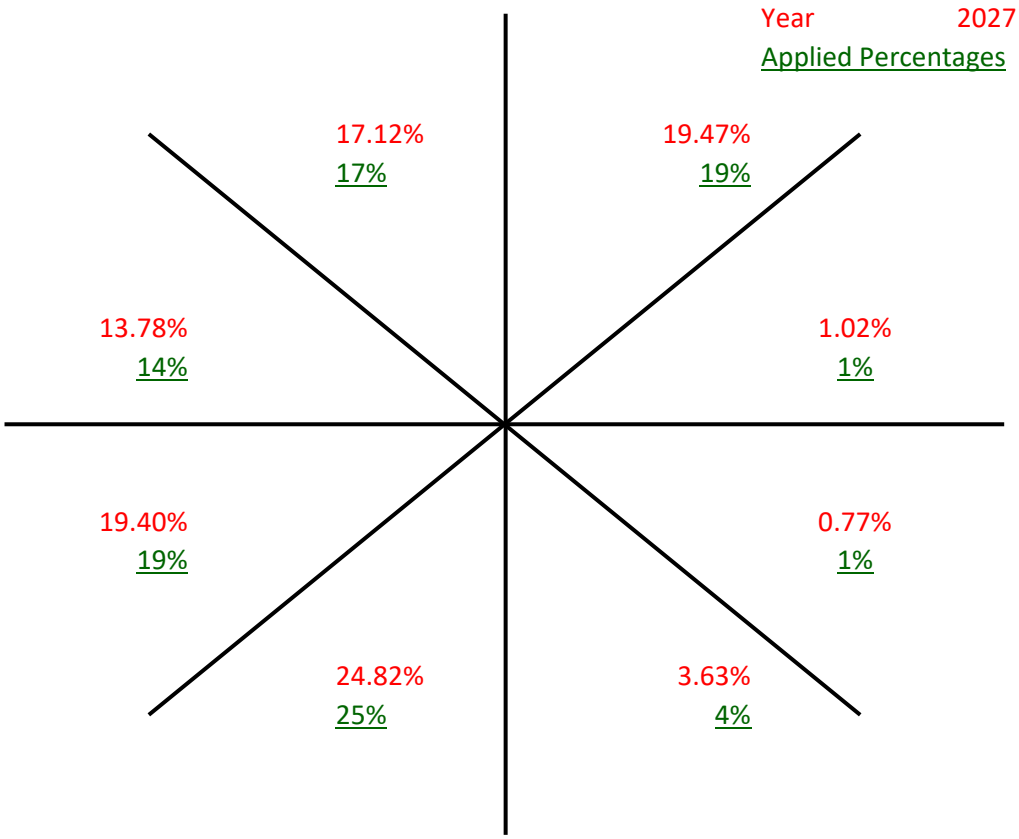
The margin of error could not be computed because there were an insufficient number of sample observations.

***

Attachment D

Cardinal Trip Distribution

Cardinal Distribution for TAZ 188 and 190



Cardinal Trip Distribution

Cardinal Direction	TAZ 188 Percentage of Trips		TAZ 190 Percentage of Trips		2027 Interpolated	2027 Rounded
	2015	2045	2015	2045		
North-Northeast	14.2%	17.4%	21.8%	23.8%	19.5%	19.0%
East-Northeast	1.5%	1.3%	0.6%	0.7%	1.0%	1.0%
East-Southeast	0.9%	0.4%	0.8%	1.0%	0.8%	1.0%
South-Southeast	2.1%	3.6%	4.7%	4.0%	3.6%	4.0%
South-Southwest	26.7%	26.2%	23.0%	23.4%	24.8%	25.0%
West-Southwest	21.5%	19.9%	19.0%	17.6%	19.4%	19.0%
West-Northwest	14.8%	14.5%	13.6%	12.4%	13.8%	14.0%
North-Northwest	18.3%	16.7%	16.5%	17.1%	17.1%	17.0%
Total	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

Miami-Dade 2015 Base Year Direction Trip Distribution Summary											
TAZ of Origin		Trips / Percent	Cardinal Directions								Total Trips
County TAZ	Regional TAZ		NNE	ENE	ESE	SSE	SSW	WSW	WNW	NNW	
183	3083	Trips	585	648	1,059	1,164	586	71	49	129	4,489
183	3083	Percent	13.6	15.1	24.7	27.1	13.7	1.7	1.1	3.0	
184	3084	Trips	321	367	91	188	484	262	279	360	2,366
184	3084	Percent	13.7	15.6	3.9	8.0	20.6	11.1	11.9	15.3	
185	3085	Trips	1,447	436	4	409	1,233	988	1,002	913	6,542
185	3085	Percent	22.5	6.8	0.1	6.4	19.2	15.4	15.6	14.2	
186	3086	Trips	52	-	-	15	32	41	56	97	292
186	3086	Percent	17.7	-	-	5.0	11.0	14.1	19.1	33.2	
187	3087	Trips	443	4	0	89	241	520	508	1,139	2,981
187	3087	Percent	15.0	0.1	-	3.0	8.2	17.7	17.3	38.7	
188	3088	Trips	292	30	18	43	547	440	304	375	2,112
188	3088	Percent	14.2	1.5	0.9	2.1	26.7	21.5	14.8	18.3	
189	3089	Trips	959	135	131	203	879	688	517	806	4,360
189	3089	Percent	22.2	3.1	3.0	4.7	20.4	16.0	12.0	18.7	
190	3090	Trips	1,130	33	43	244	1,194	984	704	853	5,315
190	3090	Percent	21.8	0.6	0.8	4.7	23.0	19.0	13.6	16.5	
191	3091	Trips	594	35	32	160	650	566	323	494	2,984
191	3091	Percent	20.8	1.2	1.1	5.6	22.8	19.8	11.3	17.3	
192	3092	Trips	81	19	26	48	143	90	95	114	617
192	3092	Percent	13.2	3.0	4.3	7.8	23.2	14.6	15.4	18.5	
193	3093	Trips	676	5	28	175	774	937	535	919	4,159
193	3093	Percent	16.7	0.1	0.7	4.3	19.1	23.2	13.2	22.7	
194	3094	Trips	760	37	132	132	682	629	527	746	3,757
194	3094	Percent	20.8	1.0	3.6	3.6	18.7	17.2	14.5	20.5	
195	3095	Trips	999	28	52	260	1,095	1,019	935	1,144	5,787
195	3095	Percent	18.1	0.5	0.9	4.7	19.8	18.4	16.9	20.7	
196	3096	Trips	554	27	26	107	445	504	258	385	2,372
196	3096	Percent	24.0	1.2	1.1	4.6	19.3	21.9	11.2	16.7	
197	3097	Trips	868	139	104	205	788	609	336	733	3,805
197	3097	Percent	23.0	3.7	2.8	5.4	20.8	16.1	8.9	19.4	
198	3098	Trips	880	206	31	141	743	712	490	690	3,977
198	3098	Percent	22.6	5.3	0.8	3.6	19.1	18.3	12.6	17.7	
199	3099	Trips	606	58	135	119	516	511	385	505	2,895
199	3099	Percent	21.4	2.0	4.8	4.2	18.2	18.0	13.6	17.8	
200	3100	Trips	1,550	208	65	517	1,413	1,094	990	1,319	7,533
200	3100	Percent	21.7	2.9	0.9	7.2	19.8	15.3	13.8	18.4	
201	3101	Trips	117	19	5	50	126	123	120	92	651
201	3101	Percent	17.9	2.9	0.8	7.7	19.3	18.9	18.4	14.1	
202	3102	Trips	441	99	139	142	569	497	357	400	2,699
202	3102	Percent	16.7	3.7	5.3	5.4	21.5	18.8	13.5	15.1	
203	3103	Trips	948	191	90	387	927	758	629	745	4,722
203	3103	Percent	20.3	4.1	1.9	8.3	19.8	16.2	13.5	15.9	
204	3104	Trips	645	100	75	199	549	527	333	464	2,981
204	3104	Percent	22.3	3.5	2.6	6.9	19.0	18.2	11.5	16.1	
205	3105	Trips	869	201	158	331	802	551	386	544	3,932
205	3105	Percent	22.6	5.2	4.1	8.6	20.9	14.3	10.1	14.2	
206	3106	Trips	856	228	132	437	850	700	387	704	4,518
206	3106	Percent	19.9	5.3	3.1	10.2	19.8	16.3	9.0	16.4	
207	3107	Trips	799	166	306	284	816	769	517	782	4,636
207	3107	Percent	18.0	3.7	6.9	6.4	18.4	17.3	11.7	17.6	
208	3108	Trips	918	335	170	354	776	609	452	900	4,728
208	3108	Percent	20.3	7.4	3.8	7.9	17.2	13.5	10.0	19.9	

Miami-Dade 2045 Cost Feasible Plan Direction Trip Distribution Summary											
TAZ of Origin		Trips / Percent	Cardinal Directions								Total Trips
County TAZ	Regional TAZ		NNE	ENE	ESE	SSE	SSW	WSW	WNW	NNW	
183	3083	Trips	581	556	1,089	1,102	677	48	65	413	4,738
183	3083	Percent	12.8	12.3	24.0	24.3	14.9	1.1	1.4	9.1	
184	3084	Trips	398	445	183	241	670	373	374	469	3,215
184	3084	Percent	12.6	14.1	5.8	7.6	21.3	11.8	11.9	14.9	
185	3085	Trips	1,806	367	4	520	1,532	1,125	1,136	1,098	7,673
185	3085	Percent	23.8	4.8	0.1	6.9	20.2	14.8	15.0	14.5	
186	3086	Trips	50	-	-	17	78	110	108	123	486
186	3086	Percent	10.2	-	-	3.4	16.1	22.6	22.3	25.3	
187	3087	Trips	586	8	0	161	423	676	623	1,374	3,936
187	3087	Percent	15.2	0.2	-	4.2	11.0	17.6	16.2	35.7	
188	3088	Trips	2,270	167	51	472	3,407	2,590	1,887	2,174	14,335
188	3088	Percent	17.4	1.3	0.4	3.6	26.2	19.9	14.5	16.7	
189	3089	Trips	694	55	110	121	878	535	345	531	3,350
189	3089	Percent	21.2	1.7	3.4	3.7	26.9	16.4	10.5	16.3	
190	3090	Trips	1,433	44	61	242	1,411	1,057	744	1,030	6,244
190	3090	Percent	23.8	0.7	1.0	4.0	23.4	17.6	12.4	17.1	
191	3091	Trips	577	21	56	141	842	670	397	512	3,384
191	3091	Percent	18.0	0.6	1.8	4.4	26.2	20.8	12.3	15.9	
192	3092	Trips	266	29	17	57	276	149	161	179	1,137
192	3092	Percent	23.5	2.6	1.5	5.1	24.3	13.1	14.2	15.8	
193	3093	Trips	776	23	27	157	1,019	923	632	763	4,449
193	3093	Percent	18.0	0.5	0.6	3.6	23.6	21.4	14.6	17.7	
194	3094	Trips	1,028	46	163	188	984	770	726	773	4,826
194	3094	Percent	22.0	1.0	3.5	4.0	21.0	16.5	15.5	16.5	
195	3095	Trips	1,168	66	73	228	1,566	1,181	1,051	1,200	6,774
195	3095	Percent	17.9	1.0	1.1	3.5	24.0	18.1	16.1	18.4	
196	3096	Trips	589	52	17	102	723	548	356	461	2,921
196	3096	Percent	20.7	1.8	0.6	3.6	25.4	19.3	12.5	16.2	
197	3097	Trips	916	112	88	208	1,140	812	494	713	4,682
197	3097	Percent	20.4	2.5	2.0	4.6	25.4	18.1	11.0	15.9	
198	3098	Trips	811	140	56	175	987	832	601	617	4,312
198	3098	Percent	19.2	3.3	1.3	4.2	23.4	19.7	14.3	14.6	
199	3099	Trips	924	55	159	173	851	663	561	499	3,906
199	3099	Percent	23.8	1.4	4.1	4.4	21.9	17.1	14.4	12.8	
200	3100	Trips	1,774	149	75	498	1,941	1,428	997	1,177	8,682
200	3100	Percent	22.1	1.9	0.9	6.2	24.1	17.8	12.4	14.6	
201	3101	Trips	222	17	25	41	244	160	158	182	1,049
201	3101	Percent	21.2	1.6	2.4	3.9	23.3	15.3	15.1	17.3	
202	3102	Trips	504	107	108	176	705	528	425	324	2,934
202	3102	Percent	17.5	3.7	3.8	6.1	24.5	18.4	14.8	11.2	
203	3103	Trips	932	202	157	250	1,314	851	551	812	5,166
203	3103	Percent	18.4	4.0	3.1	4.9	25.9	16.8	10.9	16.0	
204	3104	Trips	682	118	48	223	922	683	359	554	3,662
204	3104	Percent	19.0	3.3	1.4	6.2	25.7	19.0	10.0	15.4	
205	3105	Trips	800	135	153	315	1,124	585	475	656	4,394
205	3105	Percent	18.9	3.2	3.6	7.4	26.5	13.8	11.2	15.5	
206	3106	Trips	845	201	114	379	1,003	831	430	622	4,717
206	3106	Percent	19.1	4.6	2.6	8.6	22.7	18.8	9.7	14.1	
207	3107	Trips	873	166	234	269	1,184	950	714	797	5,408
207	3107	Percent	16.8	3.2	4.5	5.2	22.8	18.3	13.8	15.4	
208	3108	Trips	1,144	392	177	418	1,413	926	726	1,124	6,597
208	3108	Percent	18.1	6.2	2.8	6.6	22.4	14.7	11.5	17.8	

City of North Miami Beach, Florida

Planning and Zoning Application

17050 NE 19th Ave. North Miami Beach, FL 33162 Tel: 305. 948.2966 nmbcomdev@citynmb.com

General information

Project Name: Arch Creek Assemblage Submission Date _____, 20___

Street Address(es) of the Property: 2056 NE 140 ST,13965 NE 20 PL, 13925 NE 20 PL,13917 NE 20 PL, 13915 NE 20 PL,13909 NE 20 PL, 2090 NE 139 ST, & 13865 NE 20 PL

Proposed Use: Multi-Family Residential

Project Planner(s): _____ (Leave blank for City Staff)

Application request

The undersigned Applicant(s)/Agent(s)/Property Owner(s) request City of North Miami Beach consideration and review of the following application(s). Please check all that apply.

- ☐ Abandonment and Vacations of Right of Way, Alleys, or Easements
- ☐ Annexation
- ☐ Comprehensive Plan Map Amendment - Small Scale
- ☐ Comprehensive Plan Map Amendment - Large Scale
- ☐ Comprehensive Plan Text Amendment
- ☐ Conditional Use
- ☐ Conditional Use – Special Limited
- ☐ Development Agreement
- ☐ Development of Regional Impact
- ☐ Development of Regional Impact - Notice of Proposed Change
- ☐ Planned Unit Development
- ☐ Plat/Replat
- ☒ Site Plan
- ☒ Variance
- ☐ Zoning Code Map Amendment
- ☐ Zoning Code Text Amendment
- ☐ Other: _____

Project information

Street Address(es) of the Property: 2056 NE 140 ST,13965 NE 20 PL, 13925 NE 20 PL,13917 NE 20 PL, 13915 NE 20 PL,13909 NE 20 PL, 2090 NE 139 ST, & 13865 NE 20 PL

Property Folio Number(s): 07-2221-002-0770, 07-2221-002-0780, 07-2221-002-0790, 07-2221-002-0800, 07-2221-002-0801, 07-2221-002-0810, 07-2221-002-0820, 07-2221-002-0690, 07-2221-002-0700, and 07-2221-002-0701

Property Owner Name(s): Arch Creek Equities LLC

Property Owner(s) Mailing Address(es): 12864 Biscayne Blvd., Suite 184, Miami, FL 33181

Telephone: Business (718) 564-3320 Fax _____

Other _____ Email danmckenna123@gmail.com

Applicant(s)/Agent(s): Arch Creek Equities LLC C/o - Vanessa Madrid, Attorney for the Applicant

Applicant(s)/Agent(s) Mailing Address: Holland and Knight LLP - 701 Brickell Avenue, Suite 3300, Miami, FL 33131

Telephone: Business 305-789-7453 Fax _____

Other _____ Email vanessa.madrid@hklaw.com

Proposed site data and land use(s) information

Please complete and/or respond to all requested information. If "Not Applicable," please note NA.

Current Comprehensive Plan Land Use designation(s): Mixed Use Corridor (MU/C)

Current Zoning District designation(s): Arch Creek Mixed Use Corridor (MU/C)

Proposed Comprehensive Plan Land Use designation(s) (if applicable): N/A

Proposed Zoning District designations(s) (if applicable): N/A

Supporting information

- ☐ Aerial.
- ☐ Affidavit providing for property owner's authorization to process application.
- ☐ Annexation supporting materials.
- ☐ Application fees.
- ☐ Application representation and contact information.
- ☐ Appraisal.
- ☐ Architectural/building elevations (color).
- ☐ Architectural/building elevations architectural elements (color).
- ☐ Building floor plans and roof plan.
- ☐ Comprehensive Plan analysis.
- ☐ Comprehensive Plan text amendment justification.
- ☐ Concurrency Service Demand Analysis (prepared by applicant, separate document).
- ☐ Concurrency: Letter of Water & Sewer Availability from City or County.
- ☐ Department of Transportation Driveway Connection Permit
- ☐ Drainage Plan.
- ☐ Elevations.
- ☐ Encroachments plan.
- ☐ Environmental assessment.
- ☐ Landscape plan.
- ☐ Land use map (subject property outlined).
- ☐ Lighting plan.

- ☐ Liquor survey (for only review of location of lounge, bar, or package liquor store).
- ☐ Proof of City Lobbyist Registration.
- ☐ Massing model and/or 3D computer model.
- ☐ Ordinances, resolutions, covenants, development agreements, etc. previously granted for the property.
- ☐ Parking study.
- ☐ Photographs (color) of property, adjacent uses and/or streetscape.
- ☐ Plat.
- ☐ Property owners list, including a typewritten list and 2 sets of self-adhesive labels of all properties within 500 feet.
- ☐ Property survey and legal description.
- ☐ Public Realm Improvements Plan for mixed use projects.
- ☐ Public school preliminary concurrency analysis (residential land use/zoning applications only).
- ☐ Sign master plan (colored).
- ☐ Site plan and supporting information.
- ☐ Statement of use and/or cover letter.
- ☐ Streetscape master plan.
- ☐ Text amendment justification.
- ☐ Traffic accumulation assessment.
- ☐ Traffic impact statement.
- ☐ Traffic impact study.
- ☐ Traffic stacking analysis.
- ☐ Utilities consent.
- ☐ Utilities location plan.
- ☐ Vegetation survey.
- ☐ Warranty Deed.
- ☐ Zoning Code text amendment justification.
- ☐ Zoning Map (with subject property outlined)
- ☐ Other:_____

Applicant/agent/property owner affirmation and consent

(I) (We) affirm and certify to all of the following:

1. Submission of the following:
   a. Warranty deed/tax record as proof of ownership for all properties considered as a part of the application request; or
   b. Authorized as the applicant(s)/agent(s) identified herein to file this application and act on behalf of all current property owner(s) and modify any valid City of North Miami Beach entitlements in effect during the entire review process.
2. This application, application supporting materials and all future supporting materials complies with all provisions and regulations of the Zoning Code, Comprehensive Land Use Plan and Code of Ordinances of the City of North Miami Beach unless identified and approved as a part of this application request and/or other previously approved applications.

3. That all the answers to the questions in this application, and all data and other supplementary matter attached to and made a part of the application are honest and true to the best of my knowledge and belief.
4. Understand this application must be complete and accurate before a hearing can be advertised. In the event that I or anyone appearing on my behalf is found to have made a material misrepresentation, either oral or written, regarding this application (I)(We) understand that any City review shall be voidable at the option of the City of North Miami Beach.
5. Understand the failure to provide the information necessary pursuant to the established time frames included but not limited to application submittal, submission of revised documents, etc. for review by City Staff and the designated reviewing entity may cause application to be deferred without further review until such time the requested information is submitted.
6. Understand that the application, all attachments, correspondence and fees become a part of the official records of the City of North Miami Beach and are not returnable.
7. Understand that under Florida Law, all the information submitted as part of the application are public records.
8. All representatives of the application have registered with and completed the required lobbyist forms from the City of North Miami Beach City Clerk's Office.
9. The application before the Board or City Council 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.
10. Additional costs in addition to the application fees may be assessed associated with the review of applications by the City. These are costs that may be incurred by the applicant due to consultant fees paid by City to review the application. The types of reviews that could be conducted may include but are not limited to the following: concurrency review; property appraisals; traffic impact analyses; vegetation/environmental assessments; archeological/historic assessments; market studies; engineering studies or reports; and legal fees. Such fees will be assessed upon finalization of the City application review. Understand that if payment is not received the prior to Final Pubic Hearing Review, the Application shall be postponed by the City until such time all fees are paid.

(See next page(s) for signature information)
(Please complete all below sections and indicate "Not Applicable (N/A)" as appropriate).

Property owner(s) signature(s):	Property owner(s) print name: Arch Creek Equities, LLC
Property owner(s) signature(s):	Property owner(s) print name: DANIEL MCKENNA,
Address(es): 12864 Biscayne Blvd. #184, Miami, FL 33181	
Telephone: (718) 564-3320	Fax:
Email: danmckenna123@gmail.com	

NOTARIZATION

STATE OF FLORIDA/COUNTY OF
The foregoing instrument was acknowledged before me this 7 day of February 2024 by

(Signature of Notary Public - State of Florida)

CRISTINA PANVINI
Notary Public - State of Florida
Commission = HH 142793
My Comm. Expires Jun 15, 2025
Bonded through National Notary Assn.

(Print, Type or Stamp Commissioned Name of Notary Public)
☐ Personally Known OR ☑ Produced Identification; Type of Identification Produced FLORIDA Driver License

Contract Purchaser(s) Signature: N/A	Contract Purchaser(s) Print Name: N/A
Contract Purchaser(s) Signature:	Contract Purchaser(s) Print Name:
Address(es): N/A	
Telephone:	Fax:
Email:	

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☐ Personally Known OR ☑ Produced Identification; Type of Identification Produced FL Driver License

Applicant(s)/Agent(s) Signature(s):	Applicant(s)/Agent(s) Print Name:
	Arch Creek Equities LLC

Address(es): 12864 Biscayne Blvd. #184, Miami, FL 33181

Telephone: (718) 564-3320	Fax:	Email: danmckenna123@gmail.com

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(Print, Type or Stamp Commissioned Name of Notary Public)
☐ Personally Known OR ☑ Produced Identification; Type of Identification Produced FL Driver License

Applicant(s)/Agent(s) Signature(s):	Applicant(s)/Agent(s) Print Name:
	Arch Creek Equities, LLC

Address(es): c/o Vanessa Madrid, Attorney for the Applicant
Holland & Knight LLP, 701 Brickell Avenue, Suite 3300, Miami, FL 33131

Telephone: 305-789-7453	Fax:	Email: vanessa.madrid@hklaw.com

NOTARIZATION

STATE OF FLORIDA/COUNTY OF
The foregoing instrument was acknowledged before me this 7 day of February 2025 by

(Signature of Notary Public - State of Florida)

CRISTINA PANVINI
Notary Public - State of Florida
Commission # HH 42793
My Comm. Expires Jun 15, 2025
Bonded through National Notary Assn.

(Print, Type or Stamp Commissioned Name of Notary Public)
☐ Personally Known OR ☑ Produced Identification; Type of Identification Produced FL Driver License

NOTARIZATION

STATE OF FLORIDA/COUNTY OF
The foregoing instrument was acknowledged before me this _____ day of _____ 20__ by

_____
(Signature of Notary Public - State of Florida)

(Print, Type or Stamp Commissioned Name of Notary Public)
☐ Personally Known OR ☐ Produced Identification; Type of Identification Produced _____

Applicant(s)/Agent(s) Signature(s):	Applicant(s)/Agent(s) Print Name:
VMadrid	Vanessa Madrid

Address(es): Vanessa Madrid, Attorney for the Applicant
Holland & Knight LLP, 701 Brickell Avenue, Suite 3300, Miami, FL 33131

Telephone: 305-789-7453	Fax:	Email: vanessa.madrid@hklaw.com

NOTARIZATION

STATE OF FLORIDA/COUNTY OF
The foregoing instrument was acknowledged before me this 11th day of FEB 2025 by
Pamela Thomas
(Signature of Notary Public - State of Florida)

PAMELA L. THOMAS
MY COMMISSION # HH 198705
EXPIRES: December 17, 2025
Bonded Thru Notary Public Underwriters

(Print, Type or Stamp Commissioned Name of Notary Public)
☑ Personally Known OR ☐ Produced Identification; Type of Identification Produced _____

City of North Miami Beach, Florida

Community Development Department / Planning and Zoning Division

COST RECOVERY AFFIDAVIT

Received _____

Project # _____

I hereby acknowledge and agree to pay all applicable fees incurred as part of the application process for Project # ____. These fees include, but are not limited to: application fees, postage, advertising, city attorney fees, planning consultant fees, and any other costs incurred by the City of North Miami Beach for the review of this Community Development application. Payment shall be made regardless of the outcome of the application and public hearing process, pursuant to **Section 24-170** of the Zoning and Land Development Code (ZLDC). Further I understand and acknowledge that failure to remit payment for incurred costs constitutes a violation of the zoning and land development code and fines may be levied to secure compliance.

Date: 02/07/2025

Applicant/Agent Name: Arch Creek Equities LLC

Applicant/Agent Mailing Address: 12864 Biscayne Blvd., Suite 184, Miami, FL 33181

Applicant/Agent Email Address: danmckenna123@gmail.com

Applicant/Agent Telephone Number: 718-564-3320

Affidavit: To be executed by the Owner or authorized representative

If ownership is a corporation, Articles of Incorporation (full document filed with the Secretary of State) and a Board Resolution authorizing an individual or agent to sign on its behalf must be included. If ownership is an LLC (or similar), Articles of Organization (full document filed with the Secretary of State) and legal documentation authorizing an individual or agent to sign on its behalf must be included.

State of FLORIDA

County of Miami Dade.

DANIEL MCKENNA. being firstly duly sworn, deposes and says that: He/She is the ☒ Owner ☐ Partner ☐ Officer ☐ Agent of Arch Creek Equities LLC and that in the capacity indicated above, he/she is authorized to approve cost recovery for the purpose of this application with the City of North Miami Beach.

Sworn and subscribed before me this 7 day of February 2025

Affiant Signature: _____

Print Name and Title: Owner - Daniel McKenna

Notary Public, State of Florida: _____ My Commission Expires: June 15, 2025

CRISTINA PANVINI
Notary Public - State of Florida
Commission # HH 142793
My Comm. Expires Jun 15, 2025
Bonded through National Notary Assn.

Developmental Review Process, Submission Requirements & Public Hearing Process Guide

Public Hearing Steps	Deadline and Submittal Date
Pre-application Conference	Please call the department to schedule a Pre-application meeting. Tel: (305) 948-2966
Submittal for TRAD Meeting (See TRAD Submission and Meeting Date Scheduled on Planning & Zoning Webpage) Submission Fees: _____	Must include the following items: • Proof of **City Lobbyist Registration** from the City Clerk. • **Fees.** Check payable to the City of North Miami Beach. • **Fifteen (15) sets of 11x17 Development Plans** with **Survey** and **Existing Plat** of the property binded together. • **Fifteen (15) sets** of the **letter of intent** for the project. • **Fifteen (15) sets** of the completed **application**. • **Fifteen (15) sets** of the **Concurrency Service Demand Analysis Form & Letter of Water & Sewer Availability** from City or County. • **One (1) DVD/USB** of the entire application, plans, studies, etc. • **Miami-Dade County Fire Department site plan review comments.** • Any other documents, plans, studies identified from the Pre-Application Meeting.
TRAD Meeting Date	See TRAD submission, resubmission deadlines and TRAD meeting schedule on the P&Z Division webpage.
Continuing Application Meeting	Meeting is **encouraged** in order to verify with applicant that all comments and issues are addressed **before** continuing to the TRAD final sign off review.
Final TRAD Sign-Off Review	Provide updated electronic files with written responses for the TRAD committee to review and provide a final sign off. (*applicant should not submit hardcopies until the project planner provides the final sign-off review approval to move forward OR request additional comments that may require further plan revisions*). • **TRAD Comment Response Letter** (Must respond to each TRAD Comment) • **Revised, Site Development Plan package, (all sheets including survey, plat, etc.) electronic download link on WeTransfer.com AND 1 (24x36) set.** • **Photometric 3D Renderings (as outlined in checklist)** • **All other revised documents, plans, studies, etc. based off of the TRAD Review Comments.**
Re-submittal for P&Z Board (See P&Z Board Submission deadlines and Meeting Schedule on the P&Z Webpage)	• **Fees.** Check for remaining fees identified on the project invoice such as cost recovery, advertising, and any additional application requests. • **Fifteen (15) sets** of the completed **application**. • **Fifteen (15) sets** of **11x17 Development Plans** with **Survey** and **Existing Plat** of the property binded together.

Outstanding Fees: _____	• Fifteen (15) sets of **floor plans** and **elevations** with façade renderings • **Fifteen (15)** sets of the **letter of intent** (LOI) for the project. • **Fifteen (15)** sets of the architectural design statement for the project. • **Three (3) sets** of **gummed mailing labels.** • **One (1) CD/DVD/USB** of the entire application, plans, studies, etc.
P&Z Board Meeting Date	(see P&Z Schedule on P&Z Division webpage) A check for the remaining fees identified on the project invoice such as cost recovery, advertising, and any additional application requests are due.
City Commission Meeting	(See City Commission Schedule on P&Z Division webpage) A check for the remaining fees identified on the project invoice such as cost recovery, advertising, and any additional application requests are due.
After City Commission	Prior to the issuance of the approved site development plans and Resolution/Ordinance, a check for the remaining fees identified on the project invoice such as cost recovery, advertising, and any additional application requests are due.

Minimum Site Plan Requirements Checklist

DESIGN NARRATIVE

1. Provide a narrative of design that discusses the architectural and urban design concept and their relationship to the surrounding neighborhood and context within the City of North Miami Beach.

PLAT

2. Provide copy of existing or proposed plat for the subject property.

SURVEY

1. Signed, sealed and dated within the last year.
2. Abstracted for right of way and easements.
3. Full Legal Description.

SITE PLAN

1. Title Block including project name and design professional's address and phone number
2. Scale (must be engineer's scale)
3. North indicator
4. Location map showing relationship to major arterials
5. Drawing and revision dates, as applicable
6. Full legal description
7. Site Plan Data Table
   - ☐ Current use of property and intensity
   - ☐ Land Use designation
   - ☐ Zoning designation
   - ☐ Water/wastewater service provider
   - ☐ Site area (sq. ft., net and gross acres)
   - ☐ Building footprint coverage
   - ☐ Residential development: number of dwelling units, type, floor area(s), bedroom mix, site density (gross and net)
   - ☐ Non-residential development: uses, gross floor area
   - ☐ Parking data: parking required (#), parking provided (#), loading zones, ADA spaces
   - ☐ Building height (expressed in feet above grade)
   - ☐ Structure length
   - ☐ Number of stories
   - ☐ Setback table (required vs. provided)
   - ☐ Vehicular use area (in sq.ft. & % of site)
   - ☐ Open space (in sq. ft. & % of site)
   - ☐ Landscape area (in sq. ft. & % of site)
8. Site Plan Features (graphically indicated)

☐ Municipal boundaries (as applicable)
☐ Zoning designation of adjacent properties with current use listed
☐ Adjacent rights-of-way to opposite property lines (indicate all nearby curb cuts)
☐ Waterway width, if applicable
☐ Outline of adjacent buildings (indicate height in stories and approximate feet)
☐ Property lines (dimensioned)
☐ Building outlines of all proposed structures (dimensioned)
☐ Ground floor plan
☐ Dimension of grade at crown of road, at curb, sidewalk, building entrance, and finished floor elevation
☐ Dimension for all site plan features (ie., sidewalks, building lengths and widths, balconies, parking spaces, street widths, etc.)
☐ Mechanical equipment dimensioned from property lines
☐ Setbacks and building separations (dimensioned)
☐ Driveways, parking areas, pavement markings (including parking spaces delineated and dimensioned as well as handicapped spaces as applicable)
☐ On-site light fixtures
☐ Proposed ROW improvements (i.e. bus stops, curbs, tree plantings, etc.)
☐ Pedestrian walkways (including public sidewalks and on-site pedestrian paths)
☐ Project signage, location, shape and size
☐ Traffic control signage
☐ Catch basins or other drainage control devices
☐ Fire hydrants (including on-site and adjacent hydrants, show distances to structures)
☐ Fire Rescue Vehicle turning radii
☐ Easements (as applicable)
☐ Indication of any site or building design methods used to conserve energy and/or water.
☐ Indication of any site or building design methods used to incorporate the principles of Crime Prevention Through Environmental Design (CPTED)
☐ Location and method of screening of refuse stations, storage areas and off-street loading areas. (See city staff for dumpster diagram)
☐ Method maintaining any common or joint use area

SITE DETAILS

1. Provide details of the following:
   ☐ Ground floor elevation
   ☐ Storefronts, awnings, entryway features, doors, windows
   ☐ Fence/wall (measured from the finished grade of the abutting property or crown of adjacent street)
   ☐ Dumpster
   ☐ Light fixtures
   ☐ Balconies, railings
   ☐ Trash receptacles, benches, other street furniture
   ☐ Pavers, concrete, hardscape ground cover material

REGULATING PLANS

1. Provide site overlay on each of the regulating plans as required within the district.

FLOOR PLANS

1. Delineate and dimension, indicating use of spaces
2. Show property lines and setbacks on all plans
3. Typical floor plan for multi-level structure
4. Floor plan for every level of parking garage
5. Roof plan

3D MASSING AND SUN SHADOW STUDY

1. Provide graphics illustrating in 3D sun shadows at various times throughout the year.

BUILDING ELEVATIONS

1. All building facades with directional labels (ie. North, South) and building names if more than one building
2. Dimensions, including height and width of all structures
3. Dimensions of setbacks and required stepbacks from property lines
4. Dimension grade at crown of road, at curb, sidewalk, building entrance, and finished floor
5. Indicate architectural elements, materials and colors
6. Include proposed signage (will require separate building permit)

LANDSCAPE PLAN
(see Mixed-Use ordinances for additional landscaping requirements)

1. Site Plan information (in tabular form on plans)

2. Title block including project name and design professional's address and phone number **(Must be signed and sealed by a registered Landscape Architect)**
3. Scale (must be engineer's scale)
4. North indicator
5. Drawing and revision dates, as applicable
6. Landscape Plan Features (graphically indicated)
   - ☐ Property lines
   - ☐ Easements (as applicable)
   - ☐ Landscape areas with dimensions
   - ☐ All Existing trees and palms, must be adequate to calculate their species names and sizes, number, and canopy (indicate whether they are to remain, be relocated, or removed)
   - ☐ Names and locations for all proposed trees, shrubs and groundcover, with quantities noted at each location
   - ☐ Plant list (note species, sizes, quantities and any appropriate specifications)
   - ☐ Site elements (buildings, parking areas, sidewalks, signs, fire hydrants, light fixtures, drainage structures, curbing, all utilities both above and below ground, sight vision triangles)
   - ☐ Grading (swales, retention areas, berms, etc.)
   - ☐ Show any required berms along right of way
   - ☐ Dimensions of area of ground floor storefronts (overall and transparent glazing) to determine compliance for minimum percentages.
   - ☐ Dimensions of area of ground floor window fenestration to determine compliance for minimum percentages.

PHOTOMETRIC 3D RENDERINGS

1. Provide minimum of (3) 3D renderings of the property indicating the following:
2. Ground level view from the primary frontage
3. Aerial view that best illustrates the general massing and character
4. Open space /outdoor amenity view that best illustrates the character of the open spaces/amenities provided for the project.

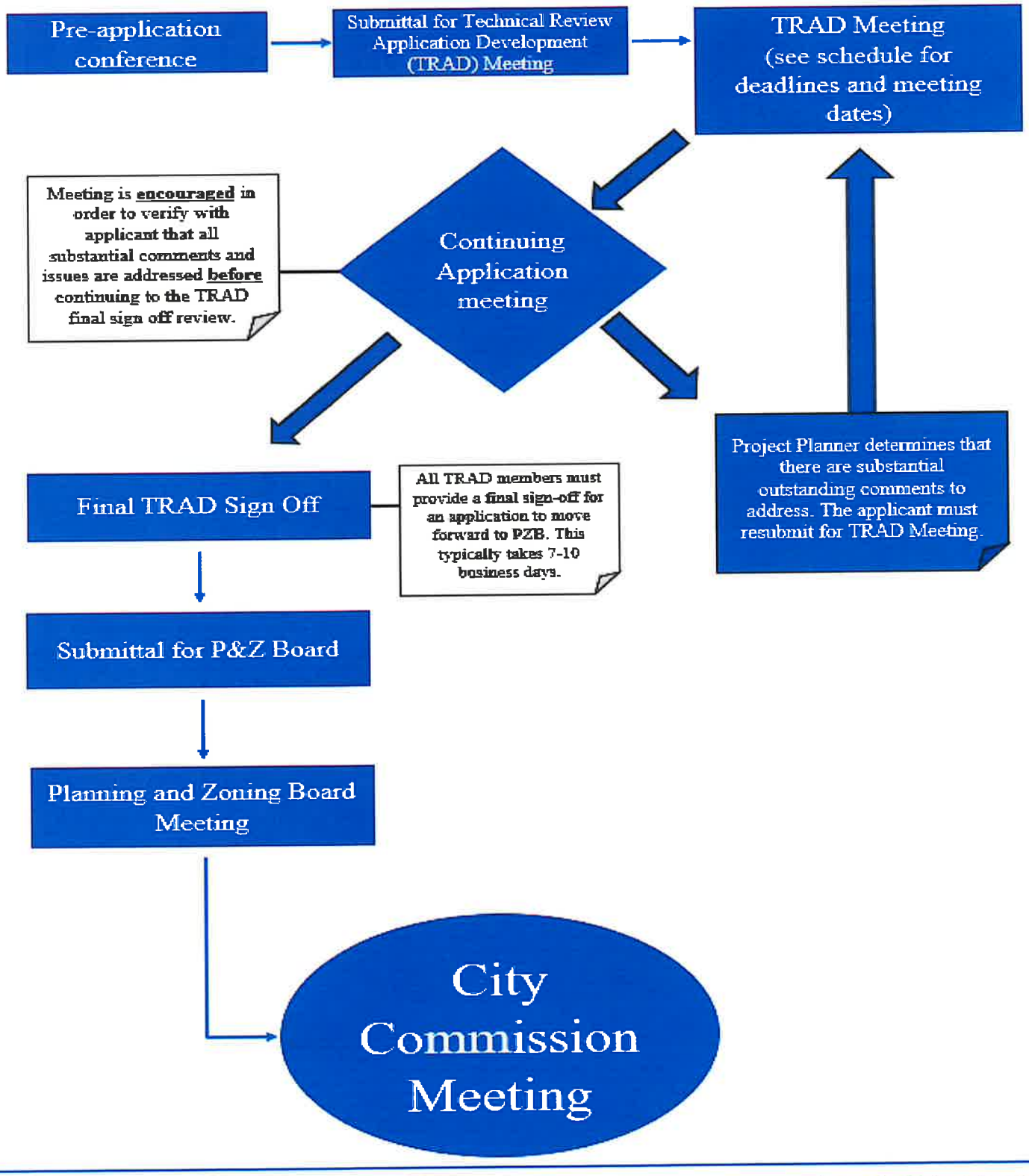
PHOTOMETRIC PLAN

1. Foot-candle readings must extend to all property lines.
2. Note on plan stating that proposed lighting will be designed and installed so as to reflect the light away and prevent any glare or excessive light on any adjacent property.

SCHEMATIC ENGINEERING PLAN

1. Signed and Sealed by a Registered Engineer.
2. Proposed or existing utility easements and fire hydrants and distance to structures.
3. Location and method of stormwater retention or detention.
4. Schematic Engineering Plan Details:
   - ☐ Outline of plan to provide water, sewer, roads, and drainage for the project.
   - ☐ Utility Pipe Sizes (lengths, material and preliminary locations)
   - ☐ Roadway cross-section (width, depth of base and subgrade)
   - ☐ Typical sections across property lines
   - ☐ Offiste utility and roadway public infrastructure necessary to serve the site
   - ☐ Illustrate how first one (1) inch of rainfall will be retained onsite

City of North Miami Beach Development Review Process



Department of Regulatory and Economic Resources
Environmental Resources Management
Code Coordination & Environmental Initiatives
701 NW 1st Court 4th Floor
Miami, Florida 33136-3912
T 305-372-6764 F 305-372-6759

miamidade.gov

May 5, 2025

Zafar Ahmed
17050 NE 19 Avenue
North Miami Beach, FL 33162

Re: Municipal Site Plan Review #MZ2025000021- 1st Review
City of North Miami Beach Application #25-02
Arch Creek Equities LLC
Located east of NE 20th Place from NE 140th Street to the south of NW 139th Street
Multi-family development with 293 units

Folio nos. 07-2221-002-0690, -0700, -0701, -0770, -0780, -0790, -0800, -0801, -0810, & -0820

Dear Mr. Ahmed:

The Department of Regulatory and Economic Resources – Division of Environmental Resources Management (DERM) has reviewed the above referenced Municipal Site Plan Review for compliance with the requirements of Chapter 24 of the Miami-Dade County Code (the Code) for potable water service and wastewater disposal. Based on the information provided, this site plan review is approved pursuant to Section 24-43.1 the Code. With respect to other issues discussed herein DERM does not object to this application provided that all the conditions contained herein are complied with.

Potable Water Supply and Wastewater Disposal
According to DERM records, public water and public sanitary sewers are currently abutting the subject property. Pursuant to the Code and based on the site plan submitted in support of this application, the proposed apartments shall connect to public water and sanitary sewers in accordance with Code requirements. Public water and sewer services are provided by the City of North Miami Beach. Please note, only the City of North Miami Beach can provide points of connection to the public water and sewer systems.

Please note that some of the collection/transmission facilities, which includes sanitary sewer gravity sewer mains, sanitary sewer force mains and sanitary sewer pump stations, throughout the County do not have adequate capacity, as defined in the Consent Decree between Miami-Dade County, Florida Department of Environmental Protection, and the U.S. Environmental Protection Agency case 1:12-cv-24400-FAM. Under the terms of this Consent Decree, this approval does not constitute an allocation or certification of adequate treatment and transmission system capacity. At the time of building permits DERM will evaluate and may reserve sanitary sewer capacity, through the DERM sanitary sewer certification process, if the proposed development complies with the provisions of the Consent Decree. Building permits for development in sanitary sewer basins which have been determined not to have adequate capacity cannot be approved, until adequate capacity becomes available.

Please be advised, DERM review and approval is required for any proposed public or private sanitary sewer system. Each parcel within the proposed development that is required to be served by public

sanitary sewers shall connect directly to the public sanitary sewer system, without traversing other parcels. Private sanitary sewer collection and transmission systems are limited to one building per parcel connecting directly to a public sanitary sewer system and cannot traverse other parcels to connect to the public sanitary sewer system. If multiple buildings are proposed within a parcel, each building shall connect individually to a public sanitary sewer system without traversing other parcels.

Stormwater Management

Any development/ redevelopment involving 2 acres or more of impervious area shall require a DERM Surface Water Management General Permit for the construction and operation of the required surface water management system. This permit shall be obtained prior to any future development order approval. The applicant is advised to contact the DERM Water Control Section (305-372-6681) for further information regarding permitting procedures and requirements.

Stormwater shall be retained on site utilizing designed seepage or infiltration drainage system. Drainage plans shall provide for full on-site retention of the stormwater runoff generated by a 25-year, 3-day storm event.

Any proposed development shall comply with county and federal flood criteria requirements. The proposed development order, if approved, will not result in a reduction in the LOS standards for flood protection set forth in the CDMP subject to compliance with the conditions required for this proposed development order.

Pursuant to section 24-48.1(1)(f) of the Code, the applicant is advised that a DERM Class VI Permit may be required for the construction of the proposed surface water management system for the development. Please contact the DERM Water Control Section 305-372-6681 or dermwatercontrol@miamidade.gov for additional information.

The submitted full Civil Set, signed and sealed by George Balaban, dated April 1st, 2025, shows proposed drainage wells. Be advised that a drainage well review application, by the DERM Water Control Section shall be required prior to building permit.

Tree Preservation

The subject parcels are within the boundaries of the City of North Miami Beach. Therefore, the applicant should contact the City of North Miami Beach at (305) 948-2965 for any information relating to tree preservation requirements.

In accordance with section 24-49.9 of the Code, all plants prohibited by Miami-Dade County shall be removed from all portions of the properties prior to development, or redevelopment and developed parcels shall be maintained to prevent the growth or accumulation of prohibited species. Please contact Jackelyn Alberdi at Jackelyn.Alberdi@miamidade.gov regarding any additional information or concerns with this review.

Pollution Regulation

Be advised that DERM records indicate that the proposed development is located in areas with associated solid waste program records. Therefore, approval from other departments, sections or agencies having jurisdiction over the scope of work or the property shall be obtained prior to the development of the site. In the event that solid waste is encountered during the site development process, the responsible party or his designee is responsible for properly handling and disposing of the waste material at an approved and permitted solid waste management facility, and in accordance with local, state, and federal regulations.

For additional information pertaining to this property, please refer to the Department's electronic records under DERM Case/File No. SW-1178. If you have any questions regarding the above comments please contact Johnny Vega, P.E., or Gabriel Bristol-Sanchez of the EPS at (305) 372-6600 or via email at johnny.vega@miamidade.gov or gabriel.bristol-sanchez@miamidade.gov.

Enforcement History

There are no open or closed enforcement records for violations of Chapter 24 of the Code for the subject property. There are no outstanding DERM liens or fines for the subject property.

If you have any questions concerning the comments or wish to discuss this matter further, please contact Ninfa Rincon at (305) 372-6764.

Sincerely,

Lisa M. Spadafina, Director
Division of Environmental Resources Management

Holland & Knight

701 Brickell Avenue, Suite 3300 | Miami, FL 33131 | T 305.789.7453 | F 305.789.7799
Holland & Knight LLP | www.hklaw.com

Vanessa Madrid, Esq.
305.789.7453
vanessa.madrid@hklaw.com

June 2, 2025

ELECTRONIC AND HAND DELIVERY

Mr. Zafar Ahmed
Community Development Director
City of North Miami Beach
17050 N.E. 19th Ave
North Miami Beach, FL 33162-3100

RE: Amended & Restated Arch Creek Equities LLC– Assemblage South of NE 140th Street/Terrace – Letter of Intent for Site Plan with Variances and Mixed-Use District Waivers

Dear Mr. Ahmed:

This shall constitute our Amended & Restated Letter of Intent on behalf of Arch Creek Equities LLC (the "Applicant") for site plan approval (the "Application") in connection with a ten (10) parcel assemblage consisting of ±1.83 acres, located east of NE 20th Place between NE 140th Street and north of Highland Drive in the City of North Miami Beach (the "City"), and as further identified by Miami-Dade County Appraiser Folio Nos. 07-2221-002-0770, 07-2221-002-0780, 07-2221-002-0790, 07-2221-002-0800, 07-2221-002-0801, 07-2221-002-0810, 07-2221-002-0820, 07-2221-002-0690, 07-2221-002-0700, and 07-2221-002-0701 (the "Property"). The Property is anticipated to be developed with a 10-story multi-family development consisting of approximately 293 units with an attached parking garage, pool deck, and other related amenities, referred to as the "Arch Creek Project" (hereinafter the "Project"). A corresponding application for approval of an alley "abandonment and vacation" has been submitted and is being processed simultaneously.

I. REQUESTS

The Applicant seeks approval of the following requests:

Site Plan Approval

Site plan for the residential portion of the Project in accordance with City Code Section 24-172.

Variances

1. A variance from City Code Section 24.58.4(J) Table MU/C-2 to allow a height of 121'-8"/10 stories on the north and south block, where 110'/10 stories is permitted.

Mixed-Use District Waivers

2. A Mixed-Use District Waiver from City Code Section 24-58(K)(2)(b) to eliminate the liner building requirement on the side and rear of the multi-level parking garage structure on the north block.

3. A Mixed-Use District Waiver from City Code Section 24-58(S)(3)(C) Table MU-2 Lot Standards By Building Type to reduce the lot depth standards on the north and south block, pursuant to footnote (1).

II. PROPERTY INFORMATION

The Property is designated as Mixed-Use Corridor (MU/C) on the City's Comprehensive Plan Future Land Use Map and is zoned Mixed-Use Arch Creek District ("MU/C"). It is subject to the Transition Sub-Areas' standards under Code Section 24.58.4. The purpose of the MU/C District is to support a balanced mix of land uses characterized by compactness, pedestrian-friendly design, and neighborhood-scale development, framed by architecture and landscape design that respects local history and the natural environment.

The Property is comprised of eight (8) single-family homes and three (3) vacant lots assembled along NE 20th Place, which creates an irregularly shaped site. The Property's elongated shape, coupled with the Applicant's commitment to complying with Urban Greenway Standards, constrains the developable area and necessitates creative architectural solutions, providing the flexibility needed to design and construct two modern residential towers that enhance the urban landscape. Granting approval of the Applicant's requests will provide for more efficient use of the land, maximizing its potential for development and presenting a unique opportunity to develop the Property as part of a larger, horizontally integrated area, consistent with the City's vision for this adopted mixed-use district. Specifically, to the north is a "Target" retail store, single-family homes to the south, and a multifamily residential project to the west. The development of the proposed project will create a landmark at one of the City's future entrances, connecting with the neighboring City of North Miami. Additionally, this project will foster the organic growth and evolution of the area, supporting existing and planned development in the vicinity.

III. PROPOSED PROJECT

The Project's design seeks to elevate the standard of living in the area. This 10-story multi-family development, spanning approximately 1.83 acres and comprising of ten parcels, will feature

approximately 293 high-quality residential units. The Project will incorporate premium materials and elevated architectural elements, enhancing the overall aesthetic and value of the neighborhood. Strategic and lush landscaping, in accordance with greenway requirements, will further beautify the area, creating a serene and inviting environment for residents and visitors alike.

Moreover, the Project has been attentively designed to offer enhanced pedestrian-friendly connectivity between the buildings on both sides of NE 139th Street by prioritizing safety and aesthetic cohesiveness for residents and visitors. Specifically, the placement of the Project's towers has been thoughtfully designed to provide for safe connectivity between the two blocks while improving the pedestrian experience throughout the NE 20th Place corridor and adjacent community to the east. The project not only enhances the overall appeal of the area but also promotes a vibrant and connected community.

IV. ANALYSIS OF APPLICATION REQUESTS

In connection with the site plan approval for the proposed Project, the Applicant seeks favorable review and approval of the following requests:

The proposed requests comply with the review standards under City Code Section 24-176(B), and, although no showing of unnecessary hardship to the land is required, when considering the reasonableness of the requests above, consideration must be given to the irregular shape of the blocks and need for the Project's overall design cohesiveness.

Variances (Request no. 1)

The Applicant respectfully requests the favorable review and approval of a variance from City Code Section 24.58.4(J) Table MU/C-2 to allow for building height of 121'-8" / 10 stories to allow for the appropriate placement of mechanical rooms and equipment in the buildings. With the proposed height of 121'-8", the project is exceeding the permitted maximum of 110', pursuant to Section 24.58.4(J) for the Transition Sub-Area, by a mere 11'-8".

Importantly, only the mechanical equipment placed on top of the building surpasses the permitted height. This request arises due to the irregular shape and size of the Property, which limits the available space to accommodate the Project's mechanical and equipment needs. Importantly, the Project adheres to the Urban Greenway Type UG 2 standards[1]—which require 23 feet of improvements—as well as the required and 10 to 15-foot setbacks. Those are benefits that will be contribute to the overall enhancement and connectivity of the Project. In exchange, however, the enhanced beautification and pedestrian experience will require that the Project's mechanical and utility functions be housed within the proposed building envelopes, which impacts the overall Project height. Consequently, additional vertical space is needed.

Though a height encroachment is necessary to meet the Project's mechanical and utility needs, the resulting intensity—with the proposed variance—will not exceed the intensity that

[1] Pursuant to Section 24-58.4(I), the Applicant will provide improvements compliant with the Urban Greenway Type UG 2 Standards along the east side of NE 20th Place.

would have been accommodated in the maximum number of stories permitted. A separate massing diagram and density and intensity analysis reflecting the same will be provided at the time of formal submittal.

Mixed-Use District Waivers to be Approved Administratively (Request nos. 2 - 3)

a. Mixed-Use District Waiver (Request no. 2)

ZLDC Sec. 24-58(K)(2)b. and 24-58.2(C) expressly grant the Director the authority to administratively waive certain Mixed-Use district criteria related to parking garages.

> b. *Parking Garages.* Multi-level parking garage structures, whether stand-alone or part of a larger development, shall comply with the following standards:
>
> i. Except along an alley or a pedestrian passageway all levels of the garage shall be screened along all frontages by a Liner building containing a minimum depth of twenty (20) feet of habitable space. The requirement for a Liner building along the side and rear frontage may be waived by the Director of the Community Development Department or his/her designee if the applicant demonstrates compliance with the standards below:
>
> 1. All architectural elements that face a street or a publicly accessible open space shall appear consistent and harmonious with that of habitable space;
> 2. No vehicles parked within the garage shall be visible from the street;

Specifically, the Director of the Community Development Department, or his/her designee, may grant waiver 2a., above, because the project demonstrates compliance with the following as prescribed in ZLDC Sec. 24-58(K)(2)b.: (i) all architectural elements that face a street or a publicly accessible open space appear consistent and harmonious with that of habitable space; and (i) no vehicles parked within the garage are visible from the street. Here, habitable liners have been provided on the front of and sides of the Project that face a street or a publicly accessible open space. Waiver of the liner building requirement on the rear side of the parking garage structure on Block 10 will not result in encroaching construction. Rather, if approved, the proposed design elements will create harmony with the general appearance across the blocks within the project and will not result in diminution of value of the adjacent properties.

b. Mixed-Use District Waivers (Request no. 3)

Similarly, ZLDC Sec. 24-58(S)(3)(C) Table MU-2 "Lot Standards By Building Type," Footnote (1), expressly grants the Planning Director the authority to waive administratively the requirements for lot standards (minimum lot coverage, pervious area, lot depth, and lot width).

Table MU-2 Lot Standards By Building Type									
Building Type	Lot Standards (1)								Additional Notes
	Lot Width (Ft.)		Lot Depth (Ft.)		Impervious Surface Area	Lot Area (SF)	Pervious Surface Area	Private Open Space	
	Min.	Max.	Min.	Max.	Max.	Min.	Min.		
(1) The Planning Director shall have the authority to waive administratively the requirements for minimum lot coverage, pervious area, lot depth and lot width.									

Here, the Property has a platted lot depth of ±120 ft. (including the 10' alley vacation), where 130 ft. is required under the Flex building type. The decrease in lot depth will not lead to any adversary impacts or inadequate separation because the abutting Sole Mia community to the east provides ample open space—over 30 feet—immediately adjacent to the Project site. Accordingly, the Applicant seeks an administrative waiver for minimum lot depth.

V. PUBLIC ART

The Applicant acknowledges that the City Commission will be considering a Public Arts Ordinance, and the Applicant will comply with any adopted components. Accordingly, the Applicant is working on the Project's artwork proposal and will provide information about intended design dimensions, placement, and additional information under separate cover.

Based on the foregoing, we ask for your favorable review of this Application and request your recommendation of approval. Thank you in advance for your consideration of this matter. If you have any questions or require additional information, please contact me directly.

Very truly yours,

HOLLAND & KNIGHT LLP

Vanessa Madrid, Esq.

Enclosures
cc: Joseph Goldstein, Esq.
Erica Adams, Esq.
Mercy Arce, Land Use Planner

CITY OF NORTH MIAMI BEACH
ANNUAL LOBBYIST REGISTRATION
City of North Miami Beach Ordinance No. 2013-21

DATE REGISTERED: _____ (TYPE OR PRINT IN INK)

NAME OF LOBBYIST:

Mr./Ms.	LAST NAME	FIRST NAME	MI
Ms.	Madrid	Vanessa	

BUSINESS/FIRM NAME: Holland & Knight LLP

ADDRESS: 701 Brickell Avenue, Suite 3300

CITY	STATE	ZIP
Miami	FL	33131

BUSINESS PHONE	CELL PHONE	FAX	E-MAIL
305-374-8500		305-789-7799	vanessa.madrid@hklaw.com

PRINCIPAL'S NAME: Arch Creek Equities, LLC

MAILING ADDRESS: 9655 South Dixie Highway Suite 300, Miami, FL 33156

E-MAIL ADDRESS:

PRINCIPAL'S CONTACT PERSON: Dan McKenia

BUSINESS PHONE NUMBER:	CELL PHONE:	FAX:
	718-564-3320	

DATE OF EMPLOYMENT BY LOBBYIST: August 2021

THE LOBBYIST IS EMPLOYED FOR THE FOLLOWING SPECIFIC ISSUE: Arch Creek apartments

OATH

LOBBYIST AND PRINCIPAL CONFIRMATION OF ACKNOWLEDGEMENT AND RECEIPT OF A COPY OF ORDINANCE NO. 2013-21

I do solemnly swear that all of the foregoing facts contained in this Annual Lobbyist Registration are true and correct, and that I, Vanessa Madrid hereby confirm acknowledgement and receipt of a copy of Ordinance No. 2013-21. I further hereby attest and solemnly swear that I have not spent money on meals, gifts, entertainment, food and beverage(s) beyond the City, County, State regulations and/or prohibitions.

State of Florida
County of Miami-Dade

Sworn to and subscribed before me by the above-described lobbyist on this 31 day of DEC 20 24.

Pamela Thomas
Notary Public, State of Florida

PAMELA THOMAS
Type or Print Name

PAMELA L. THOMAS
MY COMMISSION # HH 198705
EXPIRES: December 17, 2025
Bonded Thru Notary Public Underwriters

vm madrid
Signature of Lobbyist

Lobbyists shall pay all registration fees ($250.00 annually, plus $125.00 for each principal represented and for each issue a lobbyist has been retained to lobby on behalf of any one principal), and specifically define the issue for which they are employed. The Clerk shall reject any statement which does not detail the issue for which the lobbyist has been employed.

PENALTIES: Failure to register pursuant to the City of North Miami Beach Ordinance Number 2013-21. Once the Office of the City Clerk has been notified of a failure to comply with the registration requirement the lobbyist may be subject to double the administrative (late) registration fee and the lobbyist may be registered. In addition, if the Mayor and City council determines, that further action is necessary, the Mayor and City Council may set additional fines, reprimand, suspend or prohibit the lobbyist from lobbying before the City Council, a City Board, a City Committee or members thereof, for a period not to exceed two (2) years.

For Office Use Only:

Data Entry Date _____, 20____ Entered By _____

Revised 12/09/13

CITY CLERK'S OFFICE
'25 JAN 2 AM 11:16

CITY OF NORTH MIAMI BEACH
ANNUAL LOBBYIST REGISTRATION
City of North Miami Beach Ordinance No. 2013-21

DATE REGISTERED: _____ (TYPE OR PRINT IN INK)

NAME OF LOBBYIST:

Mr./Ms.	LAST NAME	FIRST NAME	MI
Ms.	Arce	Mercy	

BUSINESS/FIRM NAME: Holland & Knight LLP

ADDRESS: 701 Brickell Avenue, Suite 3300

CITY	STATE	ZIP
Miami	FL	33131

BUSINESS PHONE	CELL PHONE	FAX	E-MAIL
305-374-8500		305-789-7799	mercy.arce@hklaw.com

PRINCIPAL'S NAME: Arch Creek Equities, LLC

MAILING ADDRESS: 9655 South Dixie Highway Suite 300, Miami, FL 33156 E-MAIL ADDRESS:

PRINCIPAL'S CONTACT PERSON: Dan McKenia

BUSINESS PHONE NUMBER:	CELL PHONE:	FAX:
	718-564-3320	

DATE OF EMPLOYMENT BY LOBBYIST: August 2021

THE LOBBYIST IS EMPLOYED FOR THE FOLLOWING SPECIFIC ISSUE: Arch Creek apartments

OATH

LOBBYIST AND PRINCIPAL CONFIRMATION OF ACKNOWLEDGEMENT AND RECEIPT OF A COPY OF ORDINANCE NO. 2013-21

I do solemnly swear that all of the foregoing facts contained in this Annual Lobbyist Registration are true and correct, and that I, Mercy Arce hereby confirm acknowledgement and receipt of a copy of Ordinance No. 2013-21. I further hereby attest and solemnly swear that I have not spent money on meals, gifts, entertainment, food and beverage(s) beyond the City, County, State regulations and/or prohibitions.

State of Florida
County of Miami-Dade

Sworn to and subscribed before me by the above-described lobbyist on this 3 day of Dec 20 24.

Pamela Thomas
Notary Public, State of Florida

PAMELA THOMAS
Type or Print Name

PAMELA THOMAS MY COMMISSION # HH 198705 EXPIRES: December 17, 2025 Bonded Thru Notary Public Underwriters

Signature of Lobbyist

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For Office Use Only:

Data Entry Date _____ _____, 20_____ Entered By _____

Revised 12/09/13

CITY CLERK'S OFFICE
'25 JAN 2 AM 11:15

CITY OF NORTH MIAMI BEACH
ANNUAL LOBBYIST REGISTRATION
City of North Miami Beach Ordinance No. 2013-21

DATE REGISTERED: _____ **(TYPE OR PRINT IN INK)**

NAME OF LOBBYIST:

Mr./Ms.	LAST NAME	FIRST NAME	MI
Ms.	San Roman	Alessandria	

BUSINESS/FIRM NAME: Holland & Knight LLP

ADDRESS: 701 Brickell Avenue, Suite 3300

CITY	STATE	ZIP
Miami	FL	33131

BUSINESS PHONE	CELL PHONE	FAX	E-MAIL
305-374-8500		305-789-7799	alessandria.sanroman@hklaw.com

PRINCIPAL'S NAME: Arch Creek Equities, LLC

MAILING ADDRESS: 9655 South Dixie Highway Suite 300, Miami, FL 33156 E-MAIL ADDRESS:

PRINCIPAL'S CONTACT PERSON: Dan McKenia

BUSINESS PHONE NUMBER:	CELL PHONE:	FAX:
	718-564-3320	

DATE OF EMPLOYMENT BY LOBBYIST: August 2021

THE LOBBYIST IS EMPLOYED FOR THE FOLLOWING SPECIFIC ISSUE: Arch Creek apartments

OATH

LOBBYIST AND PRINCIPAL CONFIRMATION OF ACKNOWLEDGEMENT AND RECEIPT OF A COPY OF ORDINANCE NO. 2013-21

I do solemnly swear that all of the foregoing facts contained in this Annual Lobbyist Registration are true and correct, and that I, Alessandria SanRoman hereby confirm acknowledgement and receipt of a copy of Ordinance No. 2013-21. I further hereby attest and solemnly swear that I have not spent money on meals, gifts, entertainment, food and beverage(s) beyond the City, County, State regulations and/or prohibitions.

State of Florida
County of Miami-Dade

Sworn to and subscribed before me by the above-described lobbyist on this 31 day of DEC 20 24.

Notary Public, State of Florida

Signature of Lobbyist

PAMELA THOMAS
Type or Print Name

PAMELA L. THOMAS MY COMMISSION # HH 198705 EXPIRES: December 17, 2025 Bonded Thru Notary Public Underwriters

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For Office Use Only:

Data Entry Date _____ _____, 20_____ Entered By _____

Revised 12/09/13

CITY CLERK'S OFFICE
'25 JAN 2 AM 11:14

CITY OF NORTH MIAMI BEACH
ANNUAL LOBBYIST REGISTRATION
City of North Miami Beach Ordinance No. 2013-21

DATE REGISTERED: _____ (TYPE OR PRINT IN INK)

NAME OF LOBBYIST:

Mr./Ms.	LAST NAME	FIRST NAME	MI
Mr.	Goldstein	Joseph	G.

BUSINESS/FIRM NAME: Holland & Knight LLP

ADDRESS: 701 Brickell Avenue, Suite 3300

CITY	STATE	ZIP
Miami	FL	33131

BUSINESS PHONE	CELL PHONE	FAX	E-MAIL
305-374-8500		305-789-7799	joseph.goldstein@hklaw.com

PRINCIPAL'S NAME: Arch Creek Equities, LLC

MAILING ADDRESS: 9655 South Dixie Highway Suite 300, Miami, FL 33156 E-MAIL ADDRESS:

PRINCIPAL'S CONTACT PERSON: Dan McKenia

BUSINESS PHONE NUMBER:	CELL PHONE:	FAX:
	718-564-3320	

DATE OF EMPLOYMENT BY LOBBYIST: August 2021

THE LOBBYIST IS EMPLOYED FOR THE FOLLOWING SPECIFIC ISSUE: Arch Creek apartments

OATH

LOBBYIST AND PRINCIPAL CONFIRMATION OF ACKNOWLEDGEMENT AND RECEIPT OF A COPY OF ORDINANCE NO. 2013-21

I do solemnly swear that all of the foregoing facts contained in this Annual Lobbyist Registration are true and correct, and that I Joseph G. Goldstein hereby confirm acknowledgement and receipt of a copy of Ordinance No. 2013-21. I further hereby attest and solemnly swear that I have not spent money on meals, gifts, entertainment, food and beverage(s) beyond the City, County, State regulations and/or prohibitions.

State of Florida
County of Miami-Dade

Sworn to and subscribed before me by the above-described lobbyist on this 31 day of Dec 20 24.

Pamela Thomas
Notary Public, State of Florida

PAMELA THOMAS
Type or Print Name

PAMELA L. THOMAS
MY COMMISSION # HH 190705
EXPIRES: December 17, 2025
Bonded Thru Notary Public Underwriters

Signature of Lobbyist

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For Office Use Only:

Data Entry Date _____ _____, 20_____ Entered By _____

Revised 12/09/13

CITY CLERK'S OFFICE
'25 JAN 2 AM11:13

CITY OF NORTH MIAMI BEACH
ANNUAL LOBBYIST REGISTRATION
City of North Miami Beach Ordinance No. 2013-21

DATE REGISTERED: _____ **(TYPE OR PRINT IN INK)**

NAME OF LOBBYIST:

Mr./Ms.	LAST NAME	FIRST NAME	MI
Mr.	Pedro	Gassant	

BUSINESS/FIRM NAME: Holland & Knight LLP

ADDRESS: 701 Brickell Avenue, Suite 3300

CITY	STATE	ZIP
Miami	FL	33131

BUSINESS PHONE	CELL PHONE	FAX	E-MAIL
305-789-7430		305-789-7799	pedro.gassant@hklaw.com

PRINCIPAL'S NAME: Arch Creek Equities, LLC

MAILING ADDRESS: 9655 South Dixie Highway Suite 300, Miami, FL 33156

E-MAIL ADDRESS:

PRINCIPAL'S CONTACT PERSON: Dan McKenia

BUSINESS PHONE NUMBER:	CELL PHONE:	FAX:
	718-564-3320	

DATE OF EMPLOYMENT BY LOBBYIST: August 2021

THE LOBBYIST IS EMPLOYED FOR THE FOLLOWING SPECIFIC ISSUE: Arch Creek apartments

OATH

LOBBYIST AND PRINCIPAL CONFIRMATION OF ACKNOWLEDGEMENT AND RECEIPT OF A COPY OF ORDINANCE NO. 2013-21

I do solemnly swear that all of the foregoing facts contained in this Annual Lobbyist Registration are true and correct, and that I, Pedro Gassant hereby confirm acknowledgement and receipt of a copy of Ordinance No. 2013-21. I further hereby attest and solemnly swear that I have not spent money on meals, gifts, entertainment, food and beverage(s) beyond the City, County, State regulations and/or prohibitions.

State of Florida
County of Miami-Dade

Sworn to and subscribed before me by the above-described lobbyist on this 31 day of DEC, 20 24.

Pamela Thomas
Notary Public, State of Florida

PAMELA THOMAS
Type or Print Name

PAMELA L. THOMAS
MY COMMISSION # HH 198705
EXPIRES: December 17, 2025
Bonded Thru Notary Public Underwriters

Signature of Lobbyist

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For Office Use Only:

Data Entry Date _____ _____, 20_____ Entered By _____

Revised 12/09/13

CITY CLERK'S OFFICE
'25 JAN 2 AM 11:17

Concurrency Management System (CMS)

Miami-Dade County Public Schools

Miami-Dade County Public Schools

Concurrency Management System

School Concurrency Determination

MDCPS Application Number:	**SP0725032500158**	Local Government (LG):	**North Miami Beach**
Date Application Received:	**3/25/2025 3:17:53 PM**	LG Application Number:	**25-02**
Type of Application:	**Site Plan**	Sub Type:	**Public**

Applicant's Name: **Arch Creek Multifamily Development**
Address/Location: **701 Brickell Avenue, Suite 3300, Miami, Florida 33131**
Master Folio Number: **0722210020820**
Additional Folio Number(s):

PROPOSED # OF UNITS **293**
SINGLE-FAMILY DETACHED UNITS: **0**
SINGLE-FAMILY ATTACHED UNITS: **0**
MULTIFAMILY UNITS: **293**

CONCURRENCY SERVICE AREA SCHOOLS						
CSA Id	Facility Name	Net Available Capacity	Seats Required	Seats Taken	LOS Met	Source Type
5005	DAVID LAWRENCE JR K-8 CENTER (ELEM COMP)	-22	20	0	NO	Current CSA
5005	DAVID LAWRENCE JR K-8 CENTER (ELEM COMP)	0	20	0	NO	Current CSA Five Year Plan
5006	DAVID LAWRENCE JR K-8 CENTER (MID COMP)	99	10	10	YES	Current CSA
7048	ALONZO AND TRACY MOURNING SENIOR HIGH BISCAYNE BAY	-248	11	0	NO	Current CSA
7048	ALONZO AND TRACY MOURNING SENIOR HIGH BISCAYNE BAY	62	11	11	YES	Current CSA Five Year Plan
ADJACENT SERVICE AREA SCHOOLS						
3661	NATURAL BRIDGE ELEMENTARY	195	20	20	YES	Adjacent CSA
*An Impact reduction of **33.68%** included for charter and magnet schools (Schools of Choice).						

MDCPS has conducted a public school concurrency review for this application and has determined that it **DOES MEET (Concurrency Met)** all applicable LOS Standards for a Final Development order as adopted in the local Government's Educational Element and incorporated in the Interlocal Agreement for Public School Facility Planning in Miami-Dade County.

Master Concurrency Number:	MA0725032500158	Total Number of Units:	293
Issue Date:	4/1/2025 10:01:05 AM	Expiration Date:	4/1/2026 10:01:05 AM
Capacity Reserved:	Elementary:20 / Middle:10 / Senior: 11		

MDCPS Administrator

MDCPS Authorized Signature

1450 NE 2 Avenue, Room 525, Miami, Florida 33132 / 305-995-7285 / concurrency@dadeschools.net

Arce, Mercy S (MIA - X22178)

From: HERRERA, ANA I <anah732@dadeschools.net>
Sent: Wednesday, April 2, 2025 9:12 AM
To: Arce, Mercy S (MIA - X22178); danmckenna123@gmail.com
Cc: Simon, Nathaly; Garcia, Jeannette C.; RODRIGUEZ, IVAN M; Concurrency Management; Genard,Jackie
Subject: School Concurrency Determination for Arch Creek Multifamily Development (25-02) (SP0725032500158)
Attachments: Arch Creek Multifamily Development (25-02) (SP0725032500158).pdf

[External email]

Dear Applicant:

Pursuant to State Statutes and the Interlocal Agreement for Public School Facility Planning, the above-referenced application was reviewed for compliance with Public School Concurrency. Accordingly, attached please find the School District's Concurrency Determination. As you will note, the applicable Level of Service (LOS) standards of 100% Florida Inventory of School Housing (FISH) have been met at the three school levels and, as such, capacity has been reserved for a one-year period, under Master Concurrency Number MA0725032500158.

The reservation term for this Site Plan will expire on April 1, 2026. Concurrency reservation may be extended for additional one-year periods, provided: 1) City of North Miami Beach confirms the application is still valid; 2) you request an extension at least 120 days prior to the expiration date, via email address concurrency@dadeschools.net; and 3) the total reservation period does not exceed six years from the original effective date of this certificate.

Failure to request an extension at least 120 days prior to the expiration date will result in revocation of the reservation, and a new application must be submitted. Extensions will be granted, upon payment of the corresponding review fee and acknowledgement from the local government. The reservation period may not exceed the term of the development approval issued by City of North Miami Beach.

Should you have any questions, please feel free to contact us at 305-995-7285.

MIAMI-DADE COUNTY PUBLIC SCHOOLS
GOVERNMENTAL AFFAIRS & LAND USE

Ana Herrera
District Coordinator
Growth Management
Office of Governmental Affairs and Land Use
Facilities Design and Construction
Miami-Dade County Public Schools
1450 N.E. Second Avenue
Miami, Florida 33132
(305) 995-4603

PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Detailed Report

Generated On: 02/10/2025

PROPERTY INFORMATION

Folio	07-2221-002-0690
Property Address	2090 NE 139 ST NORTH MIAMI BEACH, FL 33181-1612
Owner	ARCH CREEK EQUITIES LLC
Mailing Address	800 WASHINGTON AVE 112 MIAMI, FL 33139
Primary Zone	3800 MULTI-FAMILY - 22-37 U/A
Primary Land Use	0803 MULTIFAMILY 2-9 UNITS : MULTIFAMILY 3 OR MORE UNITS
Beds / Baths /Half	4 / 4 / 0
Floors	1
Living Units	4
Actual Area	
Living Area	
Adjusted Area	2,365 Sq.Ft
Lot Size	10,688 Sq.Ft
Year Built	Multiple (See Building Info.)

ASSESSMENT INFORMATION

Year	2024	2023	2022
Land Value	$427,520	$277,888	$277,888
Building Value	$170,302	$272,898	$187,980
Extra Feature Value	$0	$0	$0
Market Value	$597,822	$550,786	$465,868
Assessed Value	$460,659	$418,781	$380,710

BENEFITS INFORMATION

Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction	$137,163	$132,005	$85,158

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

TAXABLE VALUE INFORMATION

Year	2024	2023	2022
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$460,659	$418,781	$380,710
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$597,822	$550,786	$465,868
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$460,659	$418,781	$380,710
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$460,659	$418,781	$380,710

The Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0690
Property Address: 2090 NE 139 ST

Roll Year **2024** Land, Building and Extra-Feature Details

LAND INFORMATION

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RM-23	3800	Square Ft.	10,688.00	

BUILDING INFORMATION

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
2	1	1952			806	
1	1	1937			1,559	

EXTRA FEATURES

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Description	Year Built	Units	Calc Value
Patio - Concrete Slab	1972	659	
Patio - Concrete Slab	1952	397	
Chain-link Fence 4-5 ft high	1972	94	

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0690
Property Address: 2090 NE 139 ST

Roll Year **2023** Land, Building and Extra-Feature Details

LAND INFORMATION

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Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RM-23	3800	Square Ft.	10,688.00	

BUILDING INFORMATION

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Patio - Concrete Slab	1952	397	
Chain-link Fence 4-5 ft high	1972	94	

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0690
Property Address: 2090 NE 139 ST

Roll Year **2022** Land, Building and Extra-Feature Details

LAND INFORMATION

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RM-23	3800	Square Ft.	10,688.00	

BUILDING INFORMATION

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0690
Property Address: 2090 NE 139 ST

FULL LEGAL DESCRIPTION

ARCH CREEK HIGHLANDS PB 15-3
LOT 1 & NLY30FT LOT 2 BLK 9
LOT SIZE 10688 SQUARE FEET
CF 75R-168519

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
09/17/2020	$800,000	32110-2971	Qual by exam of deed
12/30/2011	$100	27975-4033	Corrective, tax or QCD; min consideration
12/30/2011	$100	27975-4031	Corrective, tax or QCD; min consideration
01/18/2012	$125,000	27975-4029	Trustees in bankruptcy, executors or guardians
01/19/2011	$185,000	27565-4889	Corrective, tax or QCD; min consideration
12/01/1971	$42,000	00000-00000	Sales which are qualified

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CFN: 20200537780 BOOK 32110 PAGE 2971
DATE:09/22/2020 02:17:46 PM
DEED DOC 4,800.00
SURTAX 3,600.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Recording requested by:
Zendegui Law Group P.A.

After Recording Return To:
Zendegui Law Group P.A.
1111 Kane Concourse, Suite 310,
Bay Harbor Islands, FL 33154
(305) 579-3333
File Number: MCK2090.R
Parcel ID: 07-2221-002-0690

Warranty Deed

This Warranty Deed made this **17th day of September, 2020** between **World Domination Enterprises LLC, a Florida Limited Liability Company** whose post office address is **1726 Blissful Drive, Kissimmee, FL 34744**, grantor, and **Arch Creek Equities LLC, a Florida Limited Liability Company**, whose post office address is: **800 Washington Avenue, #112, Miami Beach, FL 33139**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in, **Miami-Dade County, Florida**, to-wit:

Lot 1 and Northerly 30 feet of Lot 2, Block 9, Arch Creek Highlands, according to the map or plat thereof, as recorded in Plat Book 15, Page(s) 3, of the Public Records of Miami-Dade County, Florida.

also described as:

Lot 1 and Lot 2, LESS PORTION more particularly described as follows:

Beginning at the Southwest corner of said Lot 2, and running Northeasterly along the front lot line a distance of 20 feet, thence running Southeasterly and parallel with the South Lot line a distance of 110 feet to the rear Lot line, thence running Southwesterly along rear Lot line, parallel with the front lot line a distance of 20 feet to the Southwest corner at the Point of Beginning, in Block 9 of ARCH CREEK HIGHLANDS, according the Plat thereof, recorded in Plat Book 15, Page 3, of the Public Records of Miami-Dade County, Florida.

Parcel Identification Number: 07-2221-002-0690

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31st, 2019**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

World Domination Enterprises LLC, a Florida Limited Liability Company
By: Kicanto Management, LLC, a Florida Limited Liability Company

By: Cristiane Leon
Cristiane Leon, Authorized Member

WITNESS No. 1 Signature
Printed Name: Annette Engracio

WITNESS No. 2 Signature
Printed Name: Dayvi Santana

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ( ) physical presence or (x) online notarization this 17 day of September, 2020 by Cristiane Leon Authorized Member of World Domination Enterprises LLC, a FL Limited Liability Company, on behalf of the Limited Liability Company.

Signature of Notary Public
Print, Type/Stamp Name of Notary

ANNETTE ENGRACIO
Notary Public - State of Florida
Comm #: GG309537
My Comm Exp:July 07, 2023
Notarized remotely via audio/video communication

Personally known:_____
OR Produced Identification: xxxx
Type of Identification Produced: FL DL

Jul. 07, 2023

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the date and year in this certificate first above written.

PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Detailed Report

Generated On: 02/10/2025

PROPERTY INFORMATION

Folio	07-2221-002-0700
Property Address	13865 NE 20 PL NORTH MIAMI BEACH, FL 33181-1607
Owner	ARCH CREEK EQUITIES LLC
Mailing Address	800 WASHINGTON AVE STE 112 MIAMI, FL 33139
Primary Zone	3800 MULTI-FAMILY - 22-37 U/A
Primary Land Use	0101 RESIDENTIAL - SINGLE FAMILY : 1 UNIT
Beds / Baths /Half	3 / 2 / 0
Floors	1
Living Units	1
Actual Area	2,173 Sq.Ft
Living Area	1,619 Sq.Ft
Adjusted Area	1,830 Sq.Ft
Lot Size	7,700 Sq.Ft
Year Built	Multiple (See Building Info.)

ASSESSMENT INFORMATION

Year	2024	2023	2022
Land Value	$308,000	$200,200	$200,200
Building Value	$138,284	$139,373	$140,462
Extra Feature Value	$21,286	$21,456	$21,626
Market Value	$467,570	$361,029	$362,288
Assessed Value	$397,131	$361,029	$361,955

BENEFITS INFORMATION

Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction	$70,439		$333

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

TAXABLE VALUE INFORMATION

Year	2024	2023	2022
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$397,131	$361,029	$361,955
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$467,570	$361,029	$362,288
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$397,131	$361,029	$361,955
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$397,131	$361,029	$361,955

The Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0700
Property Address: 13865 NE 20 PL

Roll Year **2024** Land, Building and Extra-Feature Details

LAND INFORMATION

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RM-23	3800	Square Ft.	7,700.00	$308,000

BUILDING INFORMATION

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	2	1961	394	0	131	$9,899
1	1	1940	1,779	1,619	1,699	$128,385

EXTRA FEATURES

Description	Year Built	Units	Calc Value
Wood Fence	1986	80	$832
Wood Fence	1978	75	$684
Pool 6' res AVG 3-8' dpth, plain feat 250-649 sf	1940	1	$17,125
Patio - Concrete Slab w/Roof Aluminum or Fiber	1978	100	$563
Patio - Concrete Slab	1940	760	$2,082

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0700
Property Address: 13865 NE 20 PL

Roll Year **2023** Land, Building and Extra-Feature Details

LAND INFORMATION

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RM-23	3800	Square Ft.	7,700.00	$200,200

BUILDING INFORMATION

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	2	1961	394	0	131	$9,977
1	1	1940	1,779	1,619	1,699	$129,396

EXTRA FEATURES

Description	Year Built	Units	Calc Value
Wood Fence	1986	80	$845
Wood Fence	1978	75	$696
Pool 6' res AVG 3-8' dpth, plain feat 250-649 sf	1940	1	$17,250
Patio - Concrete Slab w/Roof Aluminum or Fiber	1978	100	$567
Patio - Concrete Slab	1940	760	$2,098

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0700
Property Address: 13865 NE 20 PL

Roll Year **2022** Land, Building and Extra-Feature Details

LAND INFORMATION

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RM-23	3800	Square Ft.	7,700.00	$200,200

BUILDING INFORMATION

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	2	1961	394	0	131	$10,055
1	1	1940	1,779	1,619	1,699	$130,407

EXTRA FEATURES

Description	Year Built	Units	Calc Value
Wood Fence	1986	80	$858
Wood Fence	1978	75	$708
Pool 6' res AVG 3-8' dpth, plain feat 250-649 sf	1940	1	$17,375
Patio - Concrete Slab w/Roof Aluminum or Fiber	1978	100	$572
Patio - Concrete Slab	1940	760	$2,113

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0700
Property Address: 13865 NE 20 PL

FULL LEGAL DESCRIPTION

21 52 42
ARCH CREEK HIGHLANDS PB 15-3
SLY20FT OF LOT 2 & ALL LOT 3
BLK 9
LOT SIZE 7700 SQ FT
OR 12405-2016 0185 5

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
04/27/2020	$700,000	31920-1712	Qual on DOS, multi-parcel sale
09/27/2019	$350,000	31652-3141	Qual by exam of deed
03/26/2014	$250,000	29092-1165	Qual by exam of deed
05/11/2012	$185,000	28138-0675	Qual by exam of deed
07/14/2011	$95,000	27772-3232	Qual by exam of deed
01/19/2011	$208,000	27565-4887	Corrective, tax or QCD; min consideration
05/25/2010	$100	27333-4613	Corrective, tax or QCD; min consideration
03/28/2010	$0	27239-4748	Trustees in bankruptcy, executors or guardians
09/01/1981	$76,900	11218-2003	Sales which are qualified
07/01/1980	$66,000	11031-0800	Sales which are qualified
12/01/1975	$45,000	0000-0000	Sales which are qualified

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CFN: 20200260226 BOOK 31920 PAGE 1712
DATE:05/01/2020 02:40:08 PM
DEED DOC 4,200.00
SURTAX 3,150.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Prepared by :
Carlos A Gil, Esq.
Carlos A. Gil, P.A.
3910 W. Flagler Street Suite 100
Miami, FL 33134
305-443-2525
File Number: **Salvatore-13865**

Return to:
Jeannine Nicole Rodriguez
Attorney at Law
JNR Law Group
300 Sevilla Avenue, Suite 211
Coral Gables, Florida 33134
305-760-4003
File Number: **1125.10**

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **27th** day of **April, 2020** between **Salvatore Investments, Inc, a Florida Corporation** whose post office address is **6130 NE 4 Court, Miami, FL 33137**, grantor, and **Arch Creek Equities LLC, a Florida Limited Liability Company** whose post office address is **800 Washington Ave, Suite 112, North Miami Beach, FL 33181**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Miami-Dade County, Florida** to-wit:

Lot 3 and the Southerly 20 feet of Lot 2, Block 9, of ARCH CREEK HIGHLANDS, according to the Plat thereof, as recorded in Plat Book 15, at Page 3, of the Public Records of Miami-Dade County, Florida. (Parcel 1)

Parcel Identification Number: 07-2221-002-0700

a.k.a 13865 NE 20th Place, North Miami Beach, Florida 33181

and

Lot 4, Block 9, of ARCH CREEK HIGHLANDS, according to the Plat thereof, as recorded in Plat Book 15, at Page 3, of the Public Records of Miami-Dade County, Florida. (Parcel 2)

Parcel Identification Number: 07-2221-002-0701

a.k.a. 13833 NE 20th Place, North Miami Beach, Florida 33181

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2019**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Carlos Gil

Witness Name: Lilly Hernandez

Salvatore Investments, Inc, a Florida Corporation

By: _____
Jose A. Sbarra, President

(Corporate Seal)

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 27th day of April, 2020 by Jose A. Sbarra, President of Salvatore Investments, Inc, a Florida Corporation, on behalf of the corporation. He [ ] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

_____
Notary Public

Printed Name: _____

My Commission Expires: _____

CARLOS GIL
MY COMMISSION # GG 214903
EXPIRES: August 11, 2022
Bonded Thru Notary Public Underwriters

DoubleTime®

PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Detailed Report

Generated On: 02/10/2025

PROPERTY INFORMATION

Folio	07-2221-002-0701
Property Address	13833 NE 20 PL NORTH MIAMI BEACH, FL 33181-0000
Owner	ARCH CREEK EQUITIES LLC
Mailing Address	800 WASHINGTON AVE 112 MIAMI, FL 33139
Primary Zone	3800 MULTI-FAMILY - 22-37 U/A
Primary Land Use	1081 VACANT LAND - COMMERCIAL : VACANT LAND
Beds / Baths /Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	5,500 Sq.Ft
Year Built	0

ASSESSMENT INFORMATION

Year	2024	2023	2022
Land Value	$220,000	$143,000	$143,000
Building Value	$0	$0	$0
Extra Feature Value	$0	$0	$0
Market Value	$220,000	$143,000	$143,000
Assessed Value	$157,300	$143,000	$143,000

BENEFITS INFORMATION

Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction	$62,700		

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

TAXABLE VALUE INFORMATION

Year	2024	2023	2022
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$157,300	$143,000	$143,000
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$220,000	$143,000	$143,000
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$157,300	$143,000	$143,000
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$157,300	$143,000	$143,000

The Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0701
Property Address: 13833 NE 20 PL

Roll Year **2024** Land, Building and Extra-Feature Details

LAND INFORMATION					
Land Use	**Muni Zone**	**PA Zone**	**Unit Type**	**Units**	**Calc Value**
GENERAL	RM-23	3800	Square Ft.	5,500.00	$220,000

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0701
Property Address: 13833 NE 20 PL

Roll Year **2023** Land, Building and Extra-Feature Details

LAND INFORMATION					
Land Use	**Muni Zone**	**PA Zone**	**Unit Type**	**Units**	**Calc Value**
GENERAL	RM-23	3800	Square Ft.	5,500.00	$143,000

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0701
Property Address: 13833 NE 20 PL

Roll Year **2022** Land, Building and Extra-Feature Details

LAND INFORMATION					
Land Use	**Muni Zone**	**PA Zone**	**Unit Type**	**Units**	**Calc Value**
GENERAL	RM-23	3800	Square Ft.	5,500.00	$143,000

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0701
Property Address: 13833 NE 20 PL

FULL LEGAL DESCRIPTION

ARCH CREEK HIGHLANDS PB 15-3
LOT 4 BLK 9
LOT SIZE 5500 SQ FT
OR 21251-2023 052003 1

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
04/27/2020	$700,000	31920-1712	Qual on DOS, multi-parcel sale
09/22/2014	$33,000	29340-3818	Qual by exam of deed
05/01/2003	$24,000	21251-2023	Sales which are qualified
01/01/2001	$80,000	19456-3639	Deeds that include more than one parcel
08/01/2000	$64,300	19261-3397	Deeds that include more than one parcel
10/01/1997	$35,000	17848-2060	Sales which are qualified

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CFN: 20200260226 BOOK 31920 PAGE 1712
DATE:05/01/2020 02:40:08 PM
DEED DOC 4,200.00
SURTAX 3,150.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Prepared by :
Carlos A Gil, Esq.
Carlos A. Gil, P.A.
3910 W. Flagler Street Suite 100
Miami, FL 33134
305-443-2525
File Number: **Salvatore-13865**

Return to:
Jeannine Nicole Rodriguez
Attorney at Law
JNR Law Group
300 Sevilla Avenue, Suite 211
Coral Gables, Florida 33134
305-760-4003
File Number: **1125.10**

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **27th** day of **April, 2020** between **Salvatore Investments, Inc, a Florida Corporation** whose post office address is **6130 NE 4 Court, Miami, FL 33137**, grantor, and **Arch Creek Equities LLC, a Florida Limited Liability Company** whose post office address is **800 Washington Ave, Suite 112, North Miami Beach, FL 33181**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Miami-Dade County, Florida** to-wit:

Lot 3 and the Southerly 20 feet of Lot 2, Block 9, of ARCH CREEK HIGHLANDS, according to the Plat thereof, as recorded in Plat Book 15, at Page 3, of the Public Records of Miami-Dade County, Florida. (Parcel 1)

Parcel Identification Number: 07-2221-002-0700

a.k.a 13865 NE 20th Place, North Miami Beach, Florida 33181

and

Lot 4, Block 9, of ARCH CREEK HIGHLANDS, according to the Plat thereof, as recorded in Plat Book 15, at Page 3, of the Public Records of Miami-Dade County, Florida. (Parcel 2)

Parcel Identification Number: 07-2221-002-0701

a.k.a. 13833 NE 20th Place, North Miami Beach, Florida 33181

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2019**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Carlos Gil

Witness Name: Lilly Hernandez

Salvatore Investments, Inc, a Florida Corporation

By: _____
Jose A. Sbarra, President

(Corporate Seal)

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 27th day of April, 2020 by Jose A. Sbarra, President of Salvatore Investments, Inc, a Florida Corporation, on behalf of the corporation. He [ ] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

_____
Notary Public

Printed Name: _____

My Commission Expires: _____

CARLOS GIL
MY COMMISSION # GG 214903
EXPIRES: August 11, 2022
Bonded Thru Notary Public Underwriters

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Detailed Report

Generated On: 02/10/2025

PROPERTY INFORMATION

Folio	07-2221-002-0770
Property Address	2056 NE 140 ST NORTH MIAMI BEACH, FL 33181-1654
Owner	ARCH CREEK EQUITIES LLC
Mailing Address	800 WASHINGTON AVE 112 MIAMI, FL 33181
Primary Zone	3800 MULTI-FAMILY - 22-37 U/A
Primary Land Use	0303 MULTIFAMILY 10 UNITS PLUS : MULTIFAMILY 3 OR MORE UNITS
Beds / Baths /Half	2 / 2 / 0
Floors	1
Living Units	10
Actual Area	2,716 Sq.Ft
Living Area	2,716 Sq.Ft
Adjusted Area	2,716 Sq.Ft
Lot Size	7,475 Sq.Ft
Year Built	Multiple (See Building Info.)

ASSESSMENT INFORMATION

Year	2024	2023	2022
Land Value	$299,000	$194,350	$194,350
Building Value	$801,000	$775,650	$675,650
Extra Feature Value	$0	$0	$0
Market Value	$1,100,000	$970,000	$870,000
Assessed Value	$1,052,700	$957,000	$870,000

BENEFITS INFORMATION

Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction	$47,300	$13,000	

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

TAXABLE VALUE INFORMATION

Year	2024	2023	2022
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$1,052,700	$957,000	$870,000
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$1,100,000	$970,000	$870,000
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$1,052,700	$957,000	$870,000
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$1,052,700	$957,000	$870,000

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0770
Property Address: 2056 NE 140 ST

Roll Year **2024** Land, Building and Extra-Feature Details

LAND INFORMATION

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RM-23	3800	Square Ft.	7,475.00	

BUILDING INFORMATION

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	3	2004	130	130	130	
2	1	1952	800	800	800	
1	2	1952	922	922	922	
1	1	1946	864	864	864	

EXTRA FEATURES

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Description	Year Built	Units	Calc Value
Patio - Concrete Slab	2004	1,690	
Patio - Concrete Slab	1952	238	

The Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0770
Property Address: 2056 NE 140 ST

Roll Year **2023** Land, Building and Extra-Feature Details

LAND INFORMATION

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RM-23	3800	Square Ft.	7,475.00	

BUILDING INFORMATION

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	3	2004	130	130	130	
2	1	1952	800	800	800	
1	2	1952	922	922	922	
1	1	1946	864	864	864	

EXTRA FEATURES

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Description	Year Built	Units	Calc Value
Patio - Concrete Slab	2004	1,690	
Patio - Concrete Slab	1952	238	

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0770
Property Address: 2056 NE 140 ST

Roll Year **2022** Land, Building and Extra-Feature Details

LAND INFORMATION

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RM-23	3800	Square Ft.	7,475.00	

BUILDING INFORMATION

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	3	2004	130	130	130	
2	1	1952	800	800	800	
1	2	1952	922	922	922	
1	1	1946	864	864	864	

EXTRA FEATURES

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Description	Year Built	Units	Calc Value
Patio - Concrete Slab	2004	1,690	
Patio - Concrete Slab	1952	238	

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0770
Property Address: 2056 NE 140 ST

FULL LEGAL DESCRIPTION
ARCH CREEK HIGHLANDS PB 15-3
LOT 1 BLK 10
LOT SIZE 7475 SQUARE FEET
OR 20269-2525 0302 1
COC 24392-2839 01 2006 1

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
06/20/2018	$1,000,000	31035-1492	Qual by exam of deed
07/24/2014	$302,300	29244-3735	Financial inst or "In Lieu of Forclosure" stated
01/01/2006	$685,000	24392-2839	Sales which are qualified
12/01/2004	$350,000	23017-3534	Sales which are qualified
03/01/2002	$272,500	20269-2525	Sales which are qualified
07/01/2000	$170,000	19215-3209	Sales which are qualified
10/01/1992	$150,000	15683-1892	Sales which are qualified
03/01/1991	$0	15229-1971	Sales which are disqualified as a result of examination of the deed
12/01/1989	$0	14397-2330	Sales which are disqualified as a result of examination of the deed
11/01/1986	$109,800	13112-1101	Sales which are qualified
03/01/1982	$157,000	11404-0606	Sales which are qualified
04/01/1980	$92,000	10720-0045	Sales which are qualified
03/01/1974	$73,000	00000-00000	Sales which are qualified

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CFN: 20180384513 BOOK 31035 PAGE 1492
DATE:06/29/2018 11:22:36 AM
DEED DOC 6,000.00
SURTAX 4,500.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Prepared by:
ALAN J. MARCUS, Esq.
ALAN J. MARCUS, Attorney at Law
20803 Biscayne Boulevard Suite 301
Aventura, FL 33180
and return to:
Law Office of Valeria Schvartzman, P.A.
12550 Biscayne Blvd., Suite 406
North Miami, FL 33181

[Space Above This Line For Recording Data]

Warranty Deed

This Special Warranty Deed made this 20 day of **June, 2018** between **OSN PROPERTIES LLC, a Florida limited liability company** whose post office address is **6499 Powerline Road, Suite 206, Fort Lauderdale, FL 33309**, grantor, and **ARCH CREEK EQUITIES LLC, a Florida limited liability company** whose post office address is **800 Washington Avenue, Suite 112, Miami, FL 33181**, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Miami-Dade County, Florida**, to-wit:

Lot 1, Block 10, ARCH CREEK HIGHLANDS, according to the Plat thereof, recorded in Plat Book 15, Page(s) 3, of the Public Records of Miami-Dade County, Florida.

Parcel Identification Number: 07-2221-002-0770

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

OSN PROPERTIES LLC, a Florida limited liability company

Witness Name: Alise Weinstein

By: _____
AVIV ELBAZ, Vice President

Witness Name: Gina Nason

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 13th day of June, 2018 by AVIV ELBAZ, Vice President of OSN PROPERTIES LLC, a Florida limited liability company, on behalf of the limited liability company. He [_] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

ALISE R. WEINSTEIN
MY COMMISSION # FF 198033
EXPIRES: May 13, 2019
Bonded Thru Notary Public Underwriters

_____
Notary Public

Printed Name: _____

My Commission Expires: _____

PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Detailed Report

Generated On: 02/10/2025

PROPERTY INFORMATION

Folio	07-2221-002-0770
Property Address	2056 NE 140 ST NORTH MIAMI BEACH, FL 33181-1654
Owner	ARCH CREEK EQUITIES LLC
Mailing Address	800 WASHINGTON AVE 112 MIAMI, FL 33181
Primary Zone	3800 MULTI-FAMILY - 22-37 U/A
Primary Land Use	0303 MULTIFAMILY 10 UNITS PLUS : MULTIFAMILY 3 OR MORE UNITS
Beds / Baths /Half	2 / 2 / 0
Floors	1
Living Units	10
Actual Area	2,716 Sq.Ft
Living Area	2,716 Sq.Ft
Adjusted Area	2,716 Sq.Ft
Lot Size	7,475 Sq.Ft
Year Built	Multiple (See Building Info.)

ASSESSMENT INFORMATION

Year	2024	2023	2022
Land Value	$299,000	$194,350	$194,350
Building Value	$801,000	$775,650	$675,650
Extra Feature Value	$0	$0	$0
Market Value	$1,100,000	$970,000	$870,000
Assessed Value	$1,052,700	$957,000	$870,000

BENEFITS INFORMATION

Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction	$47,300	$13,000	

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

TAXABLE VALUE INFORMATION

Year	2024	2023	2022
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$1,052,700	$957,000	$870,000
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$1,100,000	$970,000	$870,000
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$1,052,700	$957,000	$870,000
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$1,052,700	$957,000	$870,000

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0770
Property Address: 2056 NE 140 ST

Roll Year **2024** Land, Building and Extra-Feature Details

LAND INFORMATION

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RM-23	3800	Square Ft.	7,475.00	

BUILDING INFORMATION

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	3	2004	130	130	130	
2	1	1952	800	800	800	
1	2	1952	922	922	922	
1	1	1946	864	864	864	

EXTRA FEATURES

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Description	Year Built	Units	Calc Value
Patio - Concrete Slab	2004	1,690	
Patio - Concrete Slab	1952	238	

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0770
Property Address: 2056 NE 140 ST

Roll Year **2023** Land, Building and Extra-Feature Details

LAND INFORMATION

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Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RM-23	3800	Square Ft.	7,475.00	

BUILDING INFORMATION

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
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2	1	1952	800	800	800	
1	2	1952	922	922	922	
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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0770
Property Address: 2056 NE 140 ST

Roll Year **2022** Land, Building and Extra-Feature Details

LAND INFORMATION

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RM-23	3800	Square Ft.	7,475.00	

BUILDING INFORMATION

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	3	2004	130	130	130	
2	1	1952	800	800	800	
1	2	1952	922	922	922	
1	1	1946	864	864	864	

EXTRA FEATURES

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Description	Year Built	Units	Calc Value
Patio - Concrete Slab	2004	1,690	
Patio - Concrete Slab	1952	238	

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0770
Property Address: 2056 NE 140 ST

FULL LEGAL DESCRIPTION
ARCH CREEK HIGHLANDS PB 15-3
LOT 1 BLK 10
LOT SIZE 7475 SQUARE FEET
OR 20269-2525 0302 1
COC 24392-2839 01 2006 1

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
06/20/2018	$1,000,000	31035-1492	Qual by exam of deed
07/24/2014	$302,300	29244-3735	Financial inst or "In Lieu of Forclosure" stated
01/01/2006	$685,000	24392-2839	Sales which are qualified
12/01/2004	$350,000	23017-3534	Sales which are qualified
03/01/2002	$272,500	20269-2525	Sales which are qualified
07/01/2000	$170,000	19215-3209	Sales which are qualified
10/01/1992	$150,000	15683-1892	Sales which are qualified
03/01/1991	$0	15229-1971	Sales which are disqualified as a result of examination of the deed
12/01/1989	$0	14397-2330	Sales which are disqualified as a result of examination of the deed
11/01/1986	$109,800	13112-1101	Sales which are qualified
03/01/1982	$157,000	11404-0606	Sales which are qualified
04/01/1980	$92,000	10720-0045	Sales which are qualified
03/01/1974	$73,000	00000-00000	Sales which are qualified

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CFN: 20180074503 BOOK 30853 PAGE 3880
DATE:02/06/2018 02:50:14 PM
DEED DOC 3,720.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Prepared by and return to:
Carol F. Keys, Esq.
Carol Frances Keys, PLLC
12700 Biscayne Boulevard Suite 401
North Miami, FL 33181
305-891-1600

File Number: **17-103**

Parcel Identification No. **07-2221-002-0790 (Parcel 1)**
07-2221-002-0780 (Parcel 2)

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Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 29 day of **January, 2018** between **Michael West, a single man (as to Parcel 1) and Michael West, a single man and Eric G. Waxman, a married man (as to Parcel 2),** grantor*, and **Arch Creek Equities, LLC, a Florida limited liability company,** whose post office address is **800 Washington Avenue, Suite 112, Miami Beach, FL 33139,** of the County of **Miami-Dade,** State of **Florida,** grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Miami-Dade County Florida,** to-wit:

Lot 4, Block 10, of ARCH CREEK HIGHLANDS, according to the Plat thereof, as recorded in Plat Book 15, Page 3, of the Public Records of Miami-Dade County, Florida. (Parcel 1)

and

Lots 2 and 3, Block 10, of ARCH CREEK HIGHLANDS, according to the Plat thereof, as recorded in Plat Book 15, Page 3, of the Public Records of Miami-Dade County, Florida. (Parcel 2)

Subject to taxes for 2018 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Both Grantors warrant that at the time of this conveyance, the subject property is not the Grantors homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of their homestead property.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

DoubleTime®

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: _____

Witness Name: _____

_____ (Seal)
Michael West
544 North Shore Dr., Miami, FL 33141

Witness Name: _____

Witness Name: _____

_____ (Seal)
Eric G. Waxman
520 North Shore Dr., Miami, FL 33141

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 29 day of January, 2018 by Michael West, who [ ] is personally known or [X] has produced a Florida driver's license as identification.

[Notary Seal]

LESLIE A. GONZALEZ
MY COMMISSION # FF 112591
EXPIRES: June 19, 2018
Bonded Thru Notary Public Underwriters

_____
Notary Public

Printed Name: _____

My Commission Expires: _____

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 29 day of January, 2018 by Eric G. Waxman, who [ ] is personally known or [X] has produced a Florida driver's license as identification.

[Notary Seal]

LESLIE A. GONZALEZ
MY COMMISSION # FF 112591
EXPIRES: June 19, 2018
Bonded Thru Notary Public Underwriters

_____
Notary Public

Printed Name: _____

My Commission Expires: _____

DoubleTime®

PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Detailed Report

Generated On: 02/10/2025

PROPERTY INFORMATION

Folio	07-2221-002-0790
Property Address	0 , FL
Owner	ARCH CREECK EQUITIES LLC
Mailing Address	800 WASHINGTON AVE 112 MIAMI BEACH, FL 33139
Primary Zone	3800 MULTI-FAMILY - 22-37 U/A
Primary Land Use	1081 VACANT LAND - COMMERCIAL : VACANT LAND
Beds / Baths /Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	5,750 Sq.Ft
Year Built	0

ASSESSMENT INFORMATION

Year	2024	2023	2022
Land Value	$230,000	$149,500	$149,500
Building Value	$0	$0	$0
Extra Feature Value	$0	$0	$0
Market Value	$230,000	$149,500	$149,500
Assessed Value	$100,012	$90,920	$82,655

BENEFITS INFORMATION

Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction	$129,988	$58,580	$66,845

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

TAXABLE VALUE INFORMATION

Year	2024	2023	2022
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$100,012	$90,920	$82,655
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$230,000	$149,500	$149,500
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$100,012	$90,920	$82,655
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$100,012	$90,920	$82,655

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0790
Property Address: 0

Roll Year **2024** Land, Building and Extra-Feature Details

LAND INFORMATION

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RM-23	3800	Square Ft.	5,750.00	$230,000

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0790
Property Address: 0

Roll Year **2023** Land, Building and Extra-Feature Details

LAND INFORMATION

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RM-23	3800	Square Ft.	5,750.00	$149,500

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0790
Property Address: 0

Roll Year **2022** Land, Building and Extra-Feature Details

LAND INFORMATION

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RM-23	3800	Square Ft.	5,750.00	$149,500

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0790
Property Address: 0

FULL LEGAL DESCRIPTION
ARCH CREEK HIGHLANDS PB 15-3
LOT 4 BLK 10
LOT SIZE 5750 SQUARE FEET
OR 19395-3088 11 2000 1
COC 21990-3763 01 2004 1

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
01/29/2018	$620,000	30853-3880	Qual on DOS, multi-parcel sale
01/01/2004	$35,000	21990-3763	Sales which are qualified
11/01/2000	$25,000	19395-3088	Sales which are qualified
08/01/2000	$0	19278-1558	Sales which are disqualified as a result of examination of the deed
05/01/1997	$12,000	17677-0703	Sales which are qualified

The Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

CFN: 20180074503 BOOK 30853 PAGE 3880
DATE:02/06/2018 02:50:14 PM
DEED DOC 3,720.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Prepared by and return to:
Carol F. Keys, Esq.
Carol Frances Keys, PLLC
12700 Biscayne Boulevard Suite 401
North Miami, FL 33181
305-891-1600

File Number: **17-103**

Parcel Identification No. **07-2221-002-0790 (Parcel 1)**
07-2221-002-0780 (Parcel 2)

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 29 day of **January, 2018** between **Michael West, a single man (as to Parcel 1) and Michael West, a single man and Eric G. Waxman, a married man (as to Parcel 2),** grantor*, and **Arch Creek Equities, LLC, a Florida limited liability company,** whose post office address is **800 Washington Avenue, Suite 112, Miami Beach, FL 33139,** of the County of **Miami-Dade,** State of **Florida,** grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Miami-Dade County Florida,** to-wit:

Lot 4, Block 10, of ARCH CREEK HIGHLANDS, according to the Plat thereof, as recorded in Plat Book 15, Page 3, of the Public Records of Miami-Dade County, Florida. (Parcel 1)

and

Lots 2 and 3, Block 10, of ARCH CREEK HIGHLANDS, according to the Plat thereof, as recorded in Plat Book 15, Page 3, of the Public Records of Miami-Dade County, Florida. (Parcel 2)

Subject to taxes for 2018 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Both Grantors warrant that at the time of this conveyance, the subject property is not the Grantors homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of their homestead property.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

DoubleTime®

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: _____

Witness Name: _____

_____ (Seal)
Michael West
544 North Shore Dr., Miami, FL 33141

Witness Name: _____

Witness Name: _____

_____ (Seal)
Eric G. Waxman
520 North Shore Dr., Miami, FL 33141

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 29 day of January, 2018 by Michael West, who [ ] is personally known or [X] has produced a Florida driver's license as identification.

[Notary Seal]

LESLIE A. GONZALEZ
MY COMMISSION # FF 112591
EXPIRES: June 19, 2018
Bonded Thru Notary Public Underwriters

_____
Notary Public

Printed Name: _____

My Commission Expires: _____

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 29 day of January, 2018 by Eric G. Waxman, who [ ] is personally known or [X] has produced a Florida driver's license as identification.

[Notary Seal]

LESLIE A. GONZALEZ
MY COMMISSION # FF 112591
EXPIRES: June 19, 2018
Bonded Thru Notary Public Underwriters

_____
Notary Public

Printed Name: _____

My Commission Expires: _____

DoubleTime®

PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Detailed Report

Generated On: 02/10/2025

PROPERTY INFORMATION

Folio	07-2221-002-0800
Property Address	13925 NE 20 PL NORTH MIAMI BEACH, FL 33181-1609
Owner	ARCH CREEK EQUITIES LLC
Mailing Address	800 WASHINGTON AVE # 112 MIAMI BEACH, FL 33139
Primary Zone	3800 MULTI-FAMILY - 22-37 U/A
Primary Land Use	0802 MULTIFAMILY 2-9 UNITS : 2 LIVING UNITS
Beds / Baths /Half	3 / 2 / 0
Floors	1
Living Units	2
Actual Area	1,440 Sq.Ft
Living Area	1,320 Sq.Ft
Adjusted Area	1,350 Sq.Ft
Lot Size	5,750 Sq.Ft
Year Built	Multiple (See Building Info.)

ASSESSMENT INFORMATION

Year	2024	2023	2022
Land Value	$230,000	$149,500	$149,500
Building Value	$137,214	$138,253	$139,293
Extra Feature Value	$2,681	$2,719	$2,756
Market Value	$369,895	$290,472	$291,549
Assessed Value	$319,519	$290,472	$283,798

BENEFITS INFORMATION

Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction	$50,376		$7,751

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

TAXABLE VALUE INFORMATION

Year	2024	2023	2022
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$319,519	$290,472	$283,798
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$369,895	$290,472	$291,549
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$319,519	$290,472	$283,798
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$319,519	$290,472	$283,798

The Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0800
Property Address: 13925 NE 20 PL

Roll Year **2024** Land, Building and Extra-Feature Details

LAND INFORMATION

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RM-23	3800	Square Ft.	5,750.00	$230,000

BUILDING INFORMATION

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	2	1973	228	228	228	$23,174
1	1	1966	1,212	1,092	1,122	$114,040

EXTRA FEATURES

Description	Year Built	Units	Calc Value
Wood Fence	1992	236	$2,681

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0800
Property Address: 13925 NE 20 PL

Roll Year **2023** Land, Building and Extra-Feature Details

LAND INFORMATION

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RM-23	3800	Square Ft.	5,750.00	$149,500

BUILDING INFORMATION

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	2	1973	228	228	228	$23,349
1	1	1966	1,212	1,092	1,122	$114,904

EXTRA FEATURES

Description	Year Built	Units	Calc Value
Wood Fence	1992	236	$2,719

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0800
Property Address: 13925 NE 20 PL

Roll Year **2022** Land, Building and Extra-Feature Details

LAND INFORMATION

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RM-23	3800	Square Ft.	5,750.00	$149,500

BUILDING INFORMATION

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	2	1973	228	228	228	$23,525
1	1	1966	1,212	1,092	1,122	$115,768

EXTRA FEATURES

Description	Year Built	Units	Calc Value
Wood Fence	1992	236	$2,756

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0800
Property Address: 13925 NE 20 PL

FULL LEGAL DESCRIPTION

ARCH CREEK HIGHLANDS PB 15-3
LOT 5 BLK 10
LOT SIZE 5750 SQUARE FEET
OR 18734-0606 07 1999 1

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
01/26/2018	$325,000	30854-1504	Qual by exam of deed
07/01/1999	$63,000	18734-0606	Sales which are qualified
09/01/1993	$70,000	16079-1134	Sales which are qualified
06/01/1991	$66,000	15075-0434	Sales which are qualified
02/01/1988	$65,000	13572-1225	Sales which are qualified
12/01/1984	$60,000	12356-2007	Sales which are qualified
10/01/1982	$56,000	11609-0295	Sales which are qualified
08/01/1981	$52,200	11186-1245	Sales which are qualified

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CFN: 20180075231 BOOK 30854 PAGE 1504
DATE:02/07/2018 08:58:35 AM
DEED DOC 1,950.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Return to:
JNR Law Group
300 Sevilla Avenue, Suite 304
Coral Gables, Florida 33134

Instrument Prepared By:
Christopher P. Kelley, Esquire
Christopher P. Kelley, P.A.
11098 Biscayne Boulevard, Suite 205
Miami, Florida 33161

Folio No. 07-2221-002-0800

WARRANTY DEED

THIS INDENTURE, Made this 26th day of January, 2018, Between **ANDRE LUSSIER, a single man**, as GRANTOR, and **ARCH CREEK EQUITIES, LLC, a Florida limited liability company,** whose post office address is 800 Washington Avenue, #112, Miami Beach, Florida 33139, as GRANTEE,

WITNESSETH, That said GRANTOR for and in consideration of the sum of Ten and 00/100 Dollars, and other good and valuable considerations to said GRANTOR in hand paid by said GRANTEE, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said GRANTEE, and GRANTEE's successors and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida to-wit:

Lot 5, Block 10, of ARCH CREEK HIGHLANDS, according to the Plat thereof, as recorded in Plat Book 15, at Page 3, of the Public Records of Miami-Dade County, Florida.

SUBJECT TO: Applicable zoning and/or restrictions and prohibitions imposed by governmental authority; Conditions, Restrictions limitations, reservations, easements, and other matters appearing on records, if any; Utility easements of record, taxes for the year 2018 and subsequent years.

and said GRANTOR does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Warranty Deed
Lussier s/t Arch Creek Equities, LLC

IN WITNESS WHEREOF, GRANTOR has hereunto set GRANTOR's hand and seal the day and year first above written.

Signed, sealed, and delivered in our presence:

Roberta K. Dzubin
Witness name

Roberta K. Dzubin
Print

Witness name

CHRISTOPHER P. KELLEY
Print

ANDRE LUSSIER **Grantor**
13925 NE 20th Place
North Miami Beach, Florida 33181

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared **ANDRE LUSSIER**, who produced FDL as identification, and who executed the foregoing instrument and acknowledged before me that he executed the same.

Witness my hand and official seal in the County and State last aforesaid this 26th day of January, 2018.

NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires:

CHRISTOPHER P. KELLEY
MY COMMISSION # FF 980841
EXPIRES: May 21, 2020
Bonded Thru Budget Notary Services

PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Detailed Report

Generated On: 02/10/2025

PROPERTY INFORMATION

Folio	07-2221-002-0800
Property Address	13925 NE 20 PL NORTH MIAMI BEACH, FL 33181-1609
Owner	ARCH CREEK EQUITIES LLC
Mailing Address	800 WASHINGTON AVE # 112 MIAMI BEACH, FL 33139
Primary Zone	3800 MULTI-FAMILY - 22-37 U/A
Primary Land Use	0802 MULTIFAMILY 2-9 UNITS : 2 LIVING UNITS
Beds / Baths /Half	3 / 2 / 0
Floors	1
Living Units	2
Actual Area	1,440 Sq.Ft
Living Area	1,320 Sq.Ft
Adjusted Area	1,350 Sq.Ft
Lot Size	5,750 Sq.Ft
Year Built	Multiple (See Building Info.)

ASSESSMENT INFORMATION

Year	2024	2023	2022
Land Value	$230,000	$149,500	$149,500
Building Value	$137,214	$138,253	$139,293
Extra Feature Value	$2,681	$2,719	$2,756
Market Value	$369,895	$290,472	$291,549
Assessed Value	$319,519	$290,472	$283,798

BENEFITS INFORMATION

Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction	$50,376		$7,751

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

TAXABLE VALUE INFORMATION

Year	2024	2023	2022
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$319,519	$290,472	$283,798
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$369,895	$290,472	$291,549
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$319,519	$290,472	$283,798
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$319,519	$290,472	$283,798

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0800
Property Address: 13925 NE 20 PL

Roll Year **2024** Land, Building and Extra-Feature Details

LAND INFORMATION

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RM-23	3800	Square Ft.	5,750.00	$230,000

BUILDING INFORMATION

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	2	1973	228	228	228	$23,174
1	1	1966	1,212	1,092	1,122	$114,040

EXTRA FEATURES

Description	Year Built	Units	Calc Value
Wood Fence	1992	236	$2,681

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0800
Property Address: 13925 NE 20 PL

Roll Year **2023** Land, Building and Extra-Feature Details

LAND INFORMATION

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RM-23	3800	Square Ft.	5,750.00	$149,500

BUILDING INFORMATION

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	2	1973	228	228	228	$23,349
1	1	1966	1,212	1,092	1,122	$114,904

EXTRA FEATURES

Description	Year Built	Units	Calc Value
Wood Fence	1992	236	$2,719

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0800
Property Address: 13925 NE 20 PL

Roll Year **2022** Land, Building and Extra-Feature Details

LAND INFORMATION

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RM-23	3800	Square Ft.	5,750.00	$149,500

BUILDING INFORMATION

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	2	1973	228	228	228	$23,525
1	1	1966	1,212	1,092	1,122	$115,768

EXTRA FEATURES

Description	Year Built	Units	Calc Value
Wood Fence	1992	236	$2,756

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0800
Property Address: 13925 NE 20 PL

FULL LEGAL DESCRIPTION

ARCH CREEK HIGHLANDS PB 15-3
LOT 5 BLK 10
LOT SIZE 5750 SQUARE FEET
OR 18734-0606 07 1999 1

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
01/26/2018	$325,000	30854-1504	Qual by exam of deed
07/01/1999	$63,000	18734-0606	Sales which are qualified
09/01/1993	$70,000	16079-1134	Sales which are qualified
06/01/1991	$66,000	15075-0434	Sales which are qualified
02/01/1988	$65,000	13572-1225	Sales which are qualified
12/01/1984	$60,000	12356-2007	Sales which are qualified
10/01/1982	$56,000	11609-0295	Sales which are qualified
08/01/1981	$52,200	11186-1245	Sales which are qualified

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CFN: 20180074244 BOOK 30853 PAGE 2868
DATE:02/06/2018 02:00:47 PM
DEED DOC 2,550.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Prepared by and return to:
Jeannine N. Rodriguez, Esq.
Attorney at Law
JNR Law Group
300 Sevilla Avenue, Suite 304
Coral Gables, Florida 33134
305-760-4003
File Number: **1125.3**

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **29th** day of **January, 2018,** between **Abraham D. Lavender, as Trustee of the Abraham D. Lavender Trust Agreement dated October 8, 2015,** whose post office address is **215 SW 105th Place, Miami, Florida 33174**, grantor, and **Arch Creek Equities, LLC, a Florida limited liability company,** whose post office address is **800 Washington Avenue, Apartment 112, Miami Beach, Florida 33139**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Miami-Dade County, Florida** to-wit:

Lot 6, Block 10, of ARCH CREEK HIGHLANDS, according to the Plat thereof, as recorded in Plat Book 15, at Page 3, of the Public Records of Miami-Dade County, Florida.

Parcel Identification Number: 07-2221-002-0801

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2017**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

Signed, sealed and delivered in our presence:

Witness Name: Mohamed Abrad

Witness Name: Ana D. Rodriguez

Abraham D. Lavender, as Trustee of the Abraham D. Lavender Trust Agreement dated

By: _____
Abraham D. Lavender, Trustee

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this **29th** day of **January, 2018** by **Abraham D. Lavender**, as **Trustee of the Abraham D. Lavender Trust Agreement dated October 8, 2015**. He has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: Jeannine N. Rodriguez

My Commission Expires: October 22, 2020

Jeannine N. Rodriguez
Commission # GG037756
Expires: October 22, 2020
Bonded thru Aaron Notary

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Detailed Report

Generated On: 02/10/2025

PROPERTY INFORMATION

Folio	07-2221-002-0810
Property Address	13915 NE 20 PL NORTH MIAMI BEACH, FL 33181-1609
Owner	ARCH CREEK EQUITIES LLC
Mailing Address	6988 INDIAN CREEK MIAMI BEACH, FL 33141
Primary Zone	3800 MULTI-FAMILY - 22-37 U/A
Primary Land Use	0803 MULTIFAMILY 2-9 UNITS : MULTIFAMILY 3 OR MORE UNITS
Beds / Baths /Half	5 / 4 / 0
Floors	2
Living Units	4
Actual Area	2,472 Sq.Ft
Living Area	2,472 Sq.Ft
Adjusted Area	2,138 Sq.Ft
Lot Size	5,750 Sq.Ft
Year Built	1937

ASSESSMENT INFORMATION

Year	2024	2023	2022
Land Value	$230,000	$149,500	$149,500
Building Value	$367,822	$401,286	$281,209
Extra Feature Value	$0	$0	$0
Market Value	$597,822	$550,786	$430,709
Assessed Value	$438,724	$398,840	$362,582

BENEFITS INFORMATION

Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction	$159,098	$151,946	$68,127

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

TAXABLE VALUE INFORMATION

Year	2024	2023	2022
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$438,724	$398,840	$362,582
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$597,822	$550,786	$430,709
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$438,724	$398,840	$362,582
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$438,724	$398,840	$362,582

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0810
Property Address: 13915 NE 20 PL

Roll Year **2024** Land, Building and Extra-Feature Details

LAND INFORMATION

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RM-23	3800	Square Ft.	5,750.00	

BUILDING INFORMATION

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	1	1937	2,472	2,472	2,138	

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0810
Property Address: 13915 NE 20 PL

Roll Year **2023** Land, Building and Extra-Feature Details

LAND INFORMATION

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RM-23	3800	Square Ft.	5,750.00	

BUILDING INFORMATION

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	1	1937	2,472	2,472	2,138	

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0810
Property Address: 13915 NE 20 PL

Roll Year **2022** Land, Building and Extra-Feature Details

LAND INFORMATION

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RM-23	3800	Square Ft.	5,750.00	

BUILDING INFORMATION

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	1	1937	2,472	2,472	2,138	

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0810
Property Address: 13915 NE 20 PL

FULL LEGAL DESCRIPTION

ARCH CREEK HIGHLANDS PB 15-3
LOT 7 BLK 10
LOT SIZE 5750 SQUARE FEET
OR 21014-0836 01 2003 1

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
09/21/2018	$100	31179-1866	Corrective, tax or QCD; min consideration
09/27/2018	$100	31172-0293	Corrective, tax or QCD; min consideration
08/11/2017	$325,000	30669-0586	Qual by exam of deed
01/01/2003	$140,000	21014-0835	Sales which are qualified
04/01/1996	$95,000	17156-0569	Sales which are qualified
07/01/1995	$59,100	16863-1125	Sales which are qualified
12/01/1994	$0	16612-1588	Sales which are disqualified as a result of examination of the deed
04/01/1984	$58,308	12142-1174	Sales which are qualified

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CFN: 20180625682 BOOK 31179 PAGE 1866
DATE:10/12/2018 11:04:21 AM
DEED DOC 0.60
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Prepared by and return to:
Julian H. Casal, Esq.
Casal & Moreno, P.A.
201 Alhambra Cir.
Suite 702
Coral Gables, FL 33134
Tel: 305-476-5080

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PERSONAL REPRESENTATIVE'S DISTRIBUTIVE DEED

Folio No. 07-2221-002-0810

This indenture, made on this 21st **day of** September, **2018,** by and between GABRIELA M. HUMBLES, the duly qualified and acting personal representative of the Estate of ROBERT S. HUMBLES whose post office address is: 13255 Arch Creek Terrace, North Miami, FL 33181 respectively, party of the first part, to GABRIELA M. HUMBLES whose post office address is 13255 Arch Creek Terrace, North Miami, FL 33181, party of the second part.

WITNESSETH: That WHEREAS, ROBERT S. HUMBLES died October 3, 2017, intestate, a resident of Miami Dade County, seized and possessed of the real property hereinafter described; and

WHEREAS, title to said property passed to the part of the second part as of the date of said decedent's death pursuant to the Florida Law of descent and distribution as will more fully appear from those certain proceedings in the 11th Judicial Circuit Court for Miami-Dade County, Florida, Probate Division in Case Number 18-1152 (01), subject only to the right of the party of the first part to sell or encumber the property for the purpose of defraying claims, costs, and expenses of administration of decedent's estate; and

WHEREAS, the part of the first part wishes to distribute title to said property to party of the second part and evidence the release of the property from said right to sell or encumber,

NOW, THEREFORE, in consideration of the foregoing and in connection with the distribution of the estate of said decedent, the party of the first part has released to the party of the second part, the right to sell or encumber said property and granted, conveyed and confirmed unto the party of the second party, his heirs and assigns forever, all of the interest in said decedent in and to the real property situated in Miami- Dade County, Florida, legally described as follows:

1/3 Interest

Lot 7, Block 10, of ARCH CREEK HIGHLANDS, according to the plat thereof, as recorded in Plat Book 15 at Page 3, of the Public Records of Miami-Dade County, FL.

A/K/A 13915 NE 20 Place, North Miami Beach, FL 33181

TOGETHER with all and singular the tenements, hereditaments, and appurtenances belonging to or in any way appertaining to that real property, subject to all restrictions, reservations, and easements of record, if any, and ad valorem taxes for the current year.

This Deed is executed by Grantor in a representative capacity only, as personal representative of the Estate of ROBERT S. HUMBLES and is not being executed by said personal representative in any individual capacity. This Personal Representative's Deed is made and intended for the sole purpose of conveying the Property by the personal representative on behalf of the Estates, and no personal liability or responsibility is assumed by said personal representative, individually.

Because this deed is given to evidence the distribution of assets of a decedent's estate and involved the assumption of no mortgage therefore minimum state documentary stamps are affixed.

IN WITNESS OF THE ABOVE, the undersigned, as personal representative of the Estate of said decedent, has executed this instrument under seal of the date aforesaid.

Signed, sealed and delivered in our presence:

Witness/Print: JENNIFER REYNALDO

Witness/Print: Annette G. Bestard

GABRIELA M. HUMBLES, Personal Representative of the Estate of ROBERT S. HUMBLES

STATE OF Florida)
COUNTY OF Miami-Dade)

The foregoing instrument was Sworn and Subscribed to before me ***this*** 21st ***day of*** September, 2018, by **GABRIELA M. HUMBLES** who are personally known to me or who has produced FL DL as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid ***this*** 21st ***day of*** September, 2018.

NOTARY SEAL

JULIAN H. CASAL COMMISSION Number FF976241 EXPIRES Jul. 23, 2020 Bonded thru Aaron Notary Notary Public, State of Florida

Notary Public, State of Florida

PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Detailed Report

Generated On: 02/10/2025

PROPERTY INFORMATION

Folio	07-2221-002-0810
Property Address	13915 NE 20 PL NORTH MIAMI BEACH, FL 33181-1609
Owner	ARCH CREEK EQUITIES LLC
Mailing Address	6988 INDIAN CREEK MIAMI BEACH, FL 33141
Primary Zone	3800 MULTI-FAMILY - 22-37 U/A
Primary Land Use	0803 MULTIFAMILY 2-9 UNITS : MULTIFAMILY 3 OR MORE UNITS
Beds / Baths /Half	5 / 4 / 0
Floors	2
Living Units	4
Actual Area	2,472 Sq.Ft
Living Area	2,472 Sq.Ft
Adjusted Area	2,138 Sq.Ft
Lot Size	5,750 Sq.Ft
Year Built	1937

ASSESSMENT INFORMATION

Year	2024	2023	2022
Land Value	$230,000	$149,500	$149,500
Building Value	$367,822	$401,286	$281,209
Extra Feature Value	$0	$0	$0
Market Value	$597,822	$550,786	$430,709
Assessed Value	$438,724	$398,840	$362,582

BENEFITS INFORMATION

Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction	$159,098	$151,946	$68,127

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

TAXABLE VALUE INFORMATION

Year	2024	2023	2022
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$438,724	$398,840	$362,582
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$597,822	$550,786	$430,709
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$438,724	$398,840	$362,582
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$438,724	$398,840	$362,582

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0810
Property Address: 13915 NE 20 PL

Roll Year **2024** Land, Building and Extra-Feature Details

LAND INFORMATION

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RM-23	3800	Square Ft.	5,750.00	

BUILDING INFORMATION

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	1	1937	2,472	2,472	2,138	

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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0810
Property Address: 13915 NE 20 PL

Roll Year **2023** Land, Building and Extra-Feature Details

LAND INFORMATION

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RM-23	3800	Square Ft.	5,750.00	

BUILDING INFORMATION

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0810
Property Address: 13915 NE 20 PL

Roll Year **2022** Land, Building and Extra-Feature Details

LAND INFORMATION

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	RM-23	3800	Square Ft.	5,750.00	

BUILDING INFORMATION

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
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PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Generated On: 02/10/2025

Property Information

Folio: 07-2221-002-0810
Property Address: 13915 NE 20 PL

FULL LEGAL DESCRIPTION

ARCH CREEK HIGHLANDS PB 15-3
LOT 7 BLK 10
LOT SIZE 5750 SQUARE FEET
OR 21014-0836 01 2003 1

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
09/21/2018	$100	31179-1866	Corrective, tax or QCD; min consideration
09/27/2018	$100	31172-0293	Corrective, tax or QCD; min consideration
08/11/2017	$325,000	30669-0586	Qual by exam of deed
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CFN: 20190169201 BOOK 31367 PAGE 4520
DATE:03/15/2019 02:23:45 PM
DEED DOC 4,380.00
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Recording requested by:
Zendegui Law Group P.A.

After Recording Return To:
Zendegui Law Group P.A.
1111 Kane Concourse, Suite 310,
Bay Harbor Islands, FL 33154
305.579.3333
File Number: GUS13909.R
Parcel ID: 07-2221-002-0820

Warranty Deed

This Warranty Deed made this 14 **day of March, 2019** between **13909 NW 20 PL LLC, a Florida Limited Liability Company** whose post office address is **16970 Northeast 9th Avenue, Miami, FL 33162**, grantor, and **Arch Creek Equities LLC, a Florida Limited Liability Company**, whose post office address is: **800 Washington Avenue, #112, Miami Beach, FL 33139**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in, **Miami-Dade County, Florida**, to-wit:

Lot 8, in Block 10, of Arch Creek Highlands, according to the plat thereof, as recorded in Plat Book 15, Page 3, of the Public Records of Miami-Dade County, Florida.

Parcel Identification Number: 07-2221-002-0820
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31st, 2018**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

13909 NW 20 PL LLC, a Florida
Limited Liability Company
By: Strategic Capital Alliance, LLC, a Florida limited liability company

By: _____
Breier Chaim, Managing Member

_____

Witness Name: _____

_____

Witness Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this 11 day of January, 2019 by Breier Chaim Managing Member of Strategic Capital Alliance, LLC , a FL Limited Liability Company, as Manager of 13909 NE 20 PL LLC, a FL limited liability company, on behalf of the Limited Liability Company.

_____
Signature of Notary Public
Print, Type/Stamp Name of Notary

SYDEL S. HIGHFIELD
MY COMMISSION # GG251842
EXPIRES: July 07, 2020

Personally known: ✓
OR Produced Identification: _____

Type of Identification Produced: _____

Kimley»Horn

MEMORANDUM

To: Daniel Lozandier, Senior Planner
City of North Miami Beach

From: Adrian K. Dabkowski, P.E., PTOE

Date: May 12, 2025

Subject: Arch Creek | NAI Development
Response to Traffic Impact Analysis Comments

We have received comments provided by the City of North Miami Beach dated April 14, 2025. We offer the following responses to the comments:

TRAFFIC STUDY REVIEW COMMENTS

1. A traffic impact study per the approved traffic statement methodology needs to be submitted for review and approval.

   Response: Acknowledged.

   4/21/2025 Follow-up: Addressed.

2. Please update the buildout year in the Capacity Analysis narrative section of the traffic impact study methodology which is listed as 2024.

   Response: The build-out year is 2027. The traffic study will be prepared for that build-out year. Additionally, the methodology was updated for this build-out year.

   4/21/2025 Follow-up: Addressed.

3. Please collect the new manual turning movement counts during a normal weekday while school is in session.

   Response: Acknowledged.

   4/21/2025 Follow-up: Addressed.

4. Please add the following intersections to analyze in the Study Area section. Please include these intersections in the list of locations to collect the new AM and PM manual turning movement counts.
   - US-1/Biscayne Boulevard and NE 143rd Street (signalized)
   - US-1/Biscayne Boulevard and NE 135th Street (signalized)

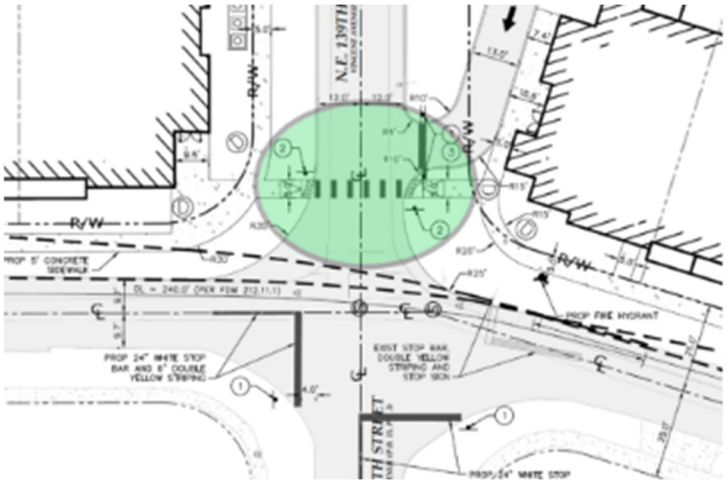
   Please expand and update the study intersections on the proposed Location Map figure.

   Response: As discussed in our meeting on March 3, 2025, the intersection of US-1/Biscayne Boulevard and NE 143rd Street will be included as a study area intersection. Moreover, the

intersection of NE 135th Street is located outside of the City of North Miami Beach and therefore is not included as a study intersection. The methodology has been updated.

4/21/2025 Follow-up: Addressed.

5. Please provide any comments from the Miami-Dade Department of Transportation and Public Works (DTPW). This should include approval of the proposed midblock crosswalk on NE 139th Street just east of the NE139th Street and N.E. 20th Place intersection. Please confirm if the intersection of NE 139th Street and N.E. 20th Place intersection will be an All-Way Stop controlled intersection.



Response: Please note that the midblock crosswalk has been removed from the plans. At the request of the City, crosswalks are proposed on the stop-control approaches on NE 20th Place at NE 139th Street. Additionally, all-way stop control is not expected to be warranted at this intersection based on a review of future traffic volumes during the A.M. and P.M. peak hours. Therefore, no further analysis is necessary.

4/21/2025 Follow-up: Addressed.

6. Please confirm if valet parking will be provided for the proposed residential use and provide a valet parking analysis if it is going to be provided.

Response: Valet will not be provided.

4/21/2025 Follow-up: Addressed.

7. Please add Raising Canes to the list of approved but unbuilt development projects in the Major Committed Development methodology section. Please include the committed trips for the Raising Canes development project along with the remaining development of the Sole Mia project to the traffic impact study.

Response: Raising Canes and Capri 13899 Biscayne Boulevard were added as committed developments. The methodology has been updated and included in the traffic study.

4/21/2025 Follow-up: Addressed.

8. Please provide a road segment link analysis for US-1/Biscayne Boulevard between NE 135th Street and NE 143rd Street. This should include an evaluation of Policy 1.1.2 and 1.1.3 of the Transportation Element of the North Miami Beach Comprehensive Plan.

   Response: The roadway segment analysis was added to the methodology and report.

   4/21/2025 Follow-up: Addressed.

9. Please provide a section in the methodology memo requiring a turn lane analysis for each proposed ingress/egress driveway connection. Please confirm if there will need to be dedicated left and right turn lanes into each driveway connection.

   Response: Turn Lane analysis has been added to the methodology and will be included in the traffic study.

   4/21/2025 Follow-up: Addressed.

10. Please provide a multimodal section/narrative in the traffic impact study. This section should describe the proposed bicycle, pedestrian, and transit infrastructure and TDM measures being proposed and that exist on the nearby/adjacent road network. The study should provide a figure depicting all of the proposed multimodal infrastructure as part of the overall planned development.

    Response: A Transportation Demand Management (TDM) strategy section has been incorporated into the methodology and will be included in the traffic study.

    4/21/2025 Follow-up: Addressed.

11. Please provide a narrative section in the traffic study that describes the roadway characteristics of the adjacent roadway network. This should include the roadway ownership, number of lanes, speed limit, multimodal facilities, and other pertinent information.

    Response: This has been provided.

    4/21/2025 Follow-up: Addressed.

12. Please provide a copy of the Fire approval from Miami-Dade Fire Rescue for the proposed emergency vehicle access plan and route for the proposed development.

    Response: Approval is pending and will be provided upon receipt.

    4/21/2025 Follow-up: This item is still pending. Please provide Miami-Fire Rescue approval.

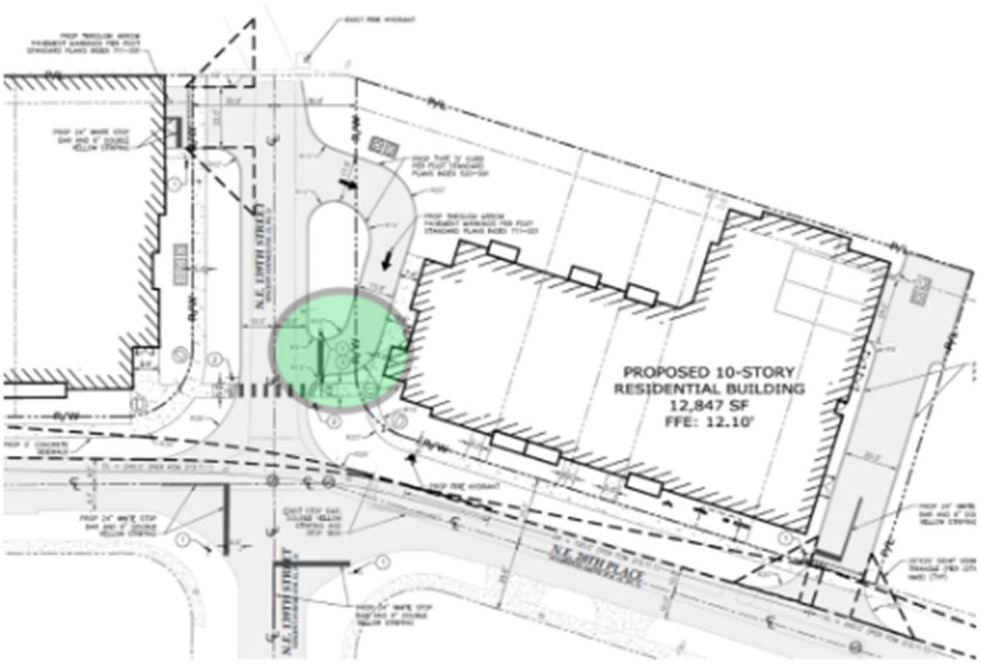
    5/12/2025 Response: Fire approval was granted on 05/08, please see the attached approval. In Attachment A-A.

13. Please include the sight visibility triangles on the site plan at each of the driveway connections. The sight triangles should also be depicted on the pavement marking and signage plans. The sight visibility triangles should be depicted consistently across all plan sheets. They are currently not shown on the landscape plans.

    Response: Revised landscape plans show sight triangles to match Pavement Marking and Signage sheets.

    4/21/2025 Follow-up: Addressed. The sight triangles need to meet the City of North Miami Beach's 25' x 25' sight visibility triangles design standards on municipal-owned roadway facilities. The more stringent sight triangle design criteria must be provided on State-owned and maintained roadways.

14. Please consider revising the drop-off loop road south of NE 139th Street to reverse the one-way direction so that the egress location is closer to the north parcel ingress/egress location. The current design has the egress just east of the NE 139th Street and North 20th Place intersection.

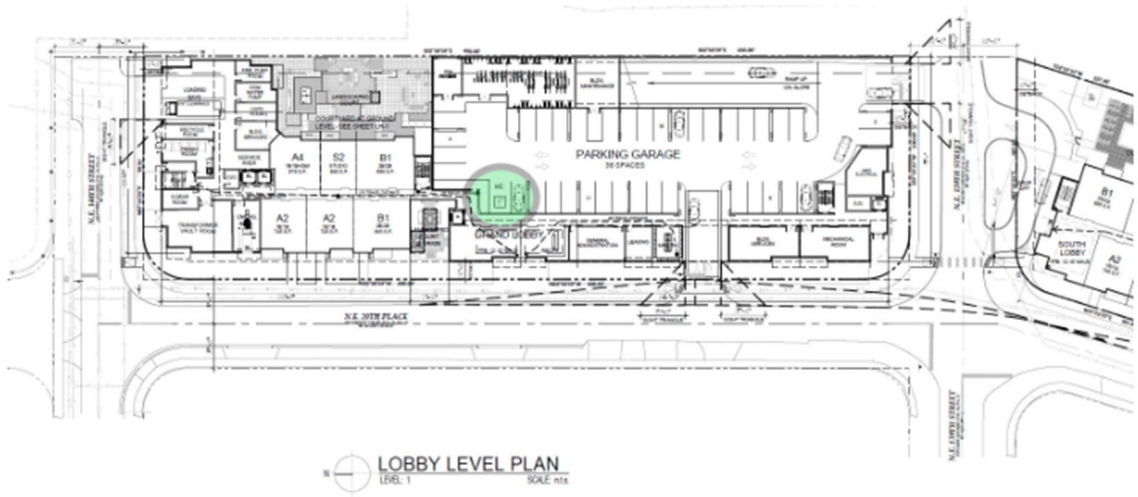


    Response: The drop-of loop has been redesigned to accommodate counterclockwise circulation.

    4/21/2025 Follow-up: Addressed.

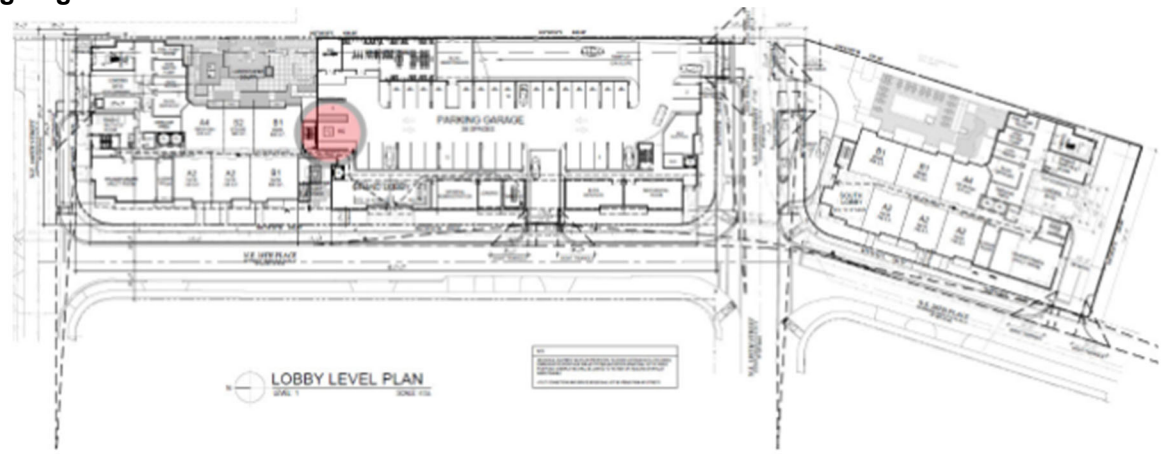
15. Please ensure that the handicap parking spaces are oriented appropriately on all plan sheets per the Miami Dade County and North Miami Beach handicap accessible parking space details and criteria. This comment applies to all ADA spaces on all parking garage levels. The standard parking space dimensions should be a minimum of 9' wide x 18' long per Section 24-93 of the Code of

Ordinances. The handicap parking space dimensions should be a minimum of 12' wide x 20' long per Section 24-93 of the Code of Ordinances.



Response: Drawings have been revised to accommodate 12x20 handicap stalls. Please see sheets A2.0-A2.8.

4/21/2025 Follow-up: This item is still pending. Please update the ADA spaces to ensure that the ADA symbol is oriented properly. This comment applies to all ADA spaces on all parking garage levels.



5/12/2025 Response: The handicap parking spaces provided on each level of the parking garage meet the minimum width and length criteria for ADA compliance. Please refer to the garage floor plans where the handicap parking space symbol has been re-oriented. Refer to updated plans in Attachment B-B.

16. Please provide a vehicle maneuverability analysis for the proposed site loading zone/areas using Transoft Solutions' AutoTURN software. A technical memorandum needs to document deficiencies

related to maneuverability, traffic flow, and vehicular conflicts. This should include the loading zone movements and internal parking garage traffic circulation.

Response: Please see the provided maneuverability routing exhibits and Sheets C5.00 and C5.01 in the Civil plans for AutoTURN models for fire truck, dumpster truck and internal passenger car movement.

4/21/2025 Follow-up: Addressed.

17. The traffic study submittal should include a narrative in the traffic study that the proposed closure of the 10' alley will not impact vehicular or pedestrian traffic conditions.

Response: Acknowledged.

4/21/2025 Follow-up: Addressed.

18. There may be future traffic engineering review comments for this application based on any significant revisions to the applicant's redevelopment program in subsequent resubmittals.

Response: Noted.

"

19. **4/21/2025 Follow-up: Please add a column to Tables 7, 8 and 9 for the volume to capacity (v/c) ratio of the US-1/Biscayne Boulevard road segment between N 135th Street to NE 143rd Street.**

5/12/2025 Response: The updated traffic impact study included in Attachment C-C has been revised to include V/C ratios in Tables 7, 8, and 9. Capacities are determined based on adopted LOS, E+50%.

"

20. **4/21/2025 Follow-up: Please update Tables 4 and 5 to include the actual delay and level of service at the US-1/Biscayne Boulevard and NE 143rd Street signalized intersection for the background conditions and future total conditions. It is fine to report the level of service with optimized signal timings, but it should be done in a separate row for future total conditions with optimized signal timings scenario at this intersection. Please provide a table that outlines the changes to the existing traffic signal timings at this intersection.**

Table 5: P.M. Peak Hour Intersection Capacity Analysis

Intersection	Traffic Control	Overall LOS/Delay	Approach LOS/Delay				
			EB	WB	NB	SB	SWB
Existing Conditions (Future Background Conditions) [Future Total Conditions]							
US-1/Biscayne Boulevard and Target Driveway	Two-Way Stop Control	(1)	(3)	C/18.5 sec (C/24.1 sec) [C/24.3 sec]	(2)	(2)	(3)
US-1/Biscayne Boulevard and NE 140th Street	Two-Way Stop Control	(1)	(3)	C/18.0 sec (C/23.1 sec) [C/24.5 sec]	(2)	(2)	(3)
US-1/Biscayne Boulevard and Highland Drive/NE 139th Street	Signalized[5]	B/12.7 sec (B/18.0 sec) [B/18.1 sec]	(3)	E+9%/86.9 sec (E+9%/87.2 sec) [E+11%/88.9 sec]	B/14.2 sec (C/22.4 sec) [C/23.3 sec]	A/6.3 sec (A/9.4 sec) [A/8.1 sec]	E/70.9 sec (E/70.5 sec) [E/69.5 sec]
NE 20th Place and NE 140th Street	Two-Way Stop Control	(1)	(2)	(2)	A/9.0 sec (A/9.0 sec) [A/9.2 sec]	(4)	(3)
NE 20th Place/Seabreeze Drive and NE 139th Street	Two-Way Stop Control	(1)	(2)	(2)	A/9.9 sec (A/9.9 sec) [B/10.3 sec]	B/10.1 sec (B/10.1 sec) [B/10.5 sec]	(3)
NE 20th Place/Seabreeze Drive and Highland Drive	Two-Way Stop Control	(1)	(2)	(2)	(3)	A/10.0 sec (A/10.0 sec) [B/10.1 sec]	(3)
Biscayne Boulevard and NE 143rd Street	Signalized	B/14.5 sec (E+21%/96.4 sec)[4] [E+22%/97.4 sec]	(3)	E+33%/106.5 sec (E+50%/119.6 sec) [E+50%/119.6 sec]	A/1.9 sec (E+42%/113.9 sec) [E+46%/117.0 sec]	A/6.2 sec (E/62.5 sec) [E/61.9 sec]	(3)
NE 20th Place and West Project Driveway	Two-Way Stop Control	(1)	(3)	(3) [A/9.1 sec]	(2)	(2)	(3)
NE 139th Street and South Project Driveway	Two-Way Stop Control	(1)	(2)	(2)	(3)	(3) [A/9.0 sec]	(3)

5/12/2025 Response: The updated traffic impact study included in Attachment C-C has been revised to include the unoptimized level of service and delay for the background conditions and future total conditions in Tables 4 and 5 for the intersection of US-1/Biscayne Boulevard and NE 143rd Street. Additionally, a table that outlines the changes to the existing traffic signal timings was included in Appendix K within the updated traffic impact study.

21. **4/21/2025 Follow-up: The applicant needs to coordinate with FDOT and Miami Dade County DTPW regarding the proposed traffic signal timing optimization/modifications to the US-1/Biscayne Boulevard and NE 143rd Street signalized intersection. A condition of approval will be developed, which requires the applicant to obtain approval from FDOT and Miami Dade County DTPW Traffic Engineering Division to implement the proposed traffic signal timing optimization/modifications. The applicant must prepare the necessary off-site signalization/intersection improvements at the US-1/Biscayne Boulevard and NE 143rd Street signalized intersection.**

    5/12/2025 Response: These signal timing optimizations pertain to the Sole Mia project traffic. Sole Mia would have to implement these modifications to the signal timings.

22. **4/21/2025 Follow-up: Please update Table 6 to include the 95th percentile Vehicle Queuing Analysis at the US-1/Biscayne Boulevard and NE 143rd Street and US-1/Biscayne Boulevard and NE 139th Street signalized intersections.**

    5/12/2025 Response: No project traffic was assigned to the exclusive turn lanes located along US-1/Biscayne Boulevard at NE 143rd Street and US-1/Biscayne Boulevard at NE 139th Street, therefore turn lanes at these intersections were not analyzed as part of the 95th percentile queuing analysis.

23. **4/21/2025 Follow-up: A condition of approval will be developed, which requires the applicant to commit to providing a Transportation Demand Management (TDM) program that aligns with the strategies outlined in the updated traffic impact study dated April 2025 as approved by the City of North Miami Beach**

    5/12/2025 Response: Acknowledged.

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Attachment A-A

Fire Approval

Attachment B-B

Updated Site Plans

Attachment C-C

Updated Traffic Impact Study

Holland & Knight

701 Brickell Avenue, Suite 3000 | Miami, FL 33131 | T 305.374.8500 | F 305.789.7799
Holland & Knight LLP | www.hklaw.com

Memorandum

Date: May 12, 2025

To: Mr. Zafar Ahmed
Interim Director, Community Development
City of North Miami Beach

From: Vanessa Madrid, Esq.
Joseph G. Goldstein, Esq.
Erica Adams, Esq.

Re: Arch Creek Equities LLC (the "Applicant")
Ten (10) Parcels South of NE 140th Street/ Terrace

Response to 2nd TRAD Comments Dated April 22nd, 2025

Please refer to the sections described below for the Applicant's responses to the 2nd TRAD comments.

Table of Contents

Page

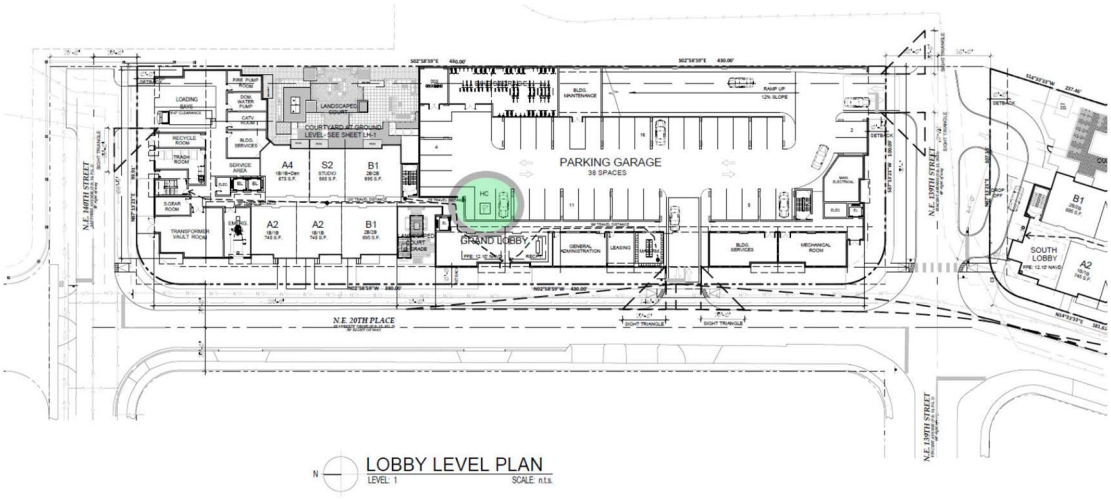
SECTION 1: TRAFFIC ENGINEERING REVIEW 2

SECTION 1: Traffic Eric Czerniejewski, P.E.

12. Please provide a copy of the Fire approval from Miami-Dade Fire Rescue for the proposed emergency vehicle access plan and route for the proposed development.

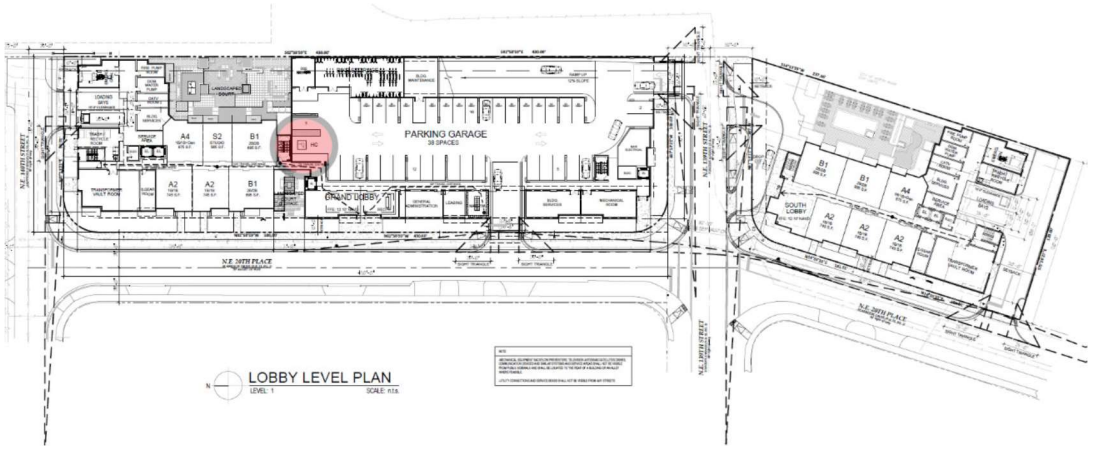
Response: ***Fire approval was granted on 05/08, please see the attached approval attached hereto as attachment A-A.***

15. Please ensure that the handicap parking spaces are oriented appropriately on all plan sheets per the Miami Dade County and North Miami Beach handicap accessible parking space details and criteria. This comment applies to all ADA spaces on all parking garage levels. The standard parking space dimensions should be a minimum of 9' wide x 18' long per Section 24-93 of the Code of Ordinances. The handicap parking space dimensions should be a minimum of 12' wide x 20' long per Section 24-9 of the Code of Ordinances.



Kimley Horn & Associates, Inc. 04/02/25 Response: Drawings have been revised to accommodate 12x20 handicap stalls. Please see sheets A2.0-A2.8.

TCG 04/21/25 Response: This item is still pending. Please update the ADA spaces to ensure that the ADA symbol is oriented properly. This comment applies to all ADA spaces on all parking garage levels.



Response: ***The handicap parking spaces provided on each level of the parking garage meet the minimum width and length criteria for ADA compliance. Please refer to the garage floor plans where the handicap parking space symbol has been re-oriented. Refer to updated plans in Attachment B-B.***

19. Please add a column to Tables 7, 8 and 9 for the volume to capacity (v/c) ratio of the US-1/Biscayne Boulevard road segment between N 135th Street to NE 143rd Street.

Response: ***5/12/2025 Response: The updated traffic impact study included in Attachment C-C has been revised to include V/C ratios in Tables 7, 8, and 9. Capacities are determined based on adopted LOS, E+50%.***

20. Please update Tables 4 and 5 to include the actual delay and level of service at the US-1/Biscayne Boulevard and NE 143rd Street signalized intersection for the background conditions and future total conditions. It is fine to report the level of service with optimized signal timings, but it should be done in a separate row for future total conditions with optimized signal timings scenario at this intersection. Please provide a table that outlines the changes to the existing traffic signal timings at this intersection.

Table 5: P.M. Peak Hour Intersection Capacity Analysis							
Intersection	Traffic Control	Overall LOS/Delay	Approach LOS/Delay				
			EB	WB	NB	SB	SWB
Existing Conditions (Future Background Conditions) [Future Total Conditions]							
US-1/Biscayne Boulevard and Target Driveway	Two-Way Stop Control	(1)	(3)	C/18.5 sec (C/24.1 sec) [C/24.3 sec]	(2)	(2)	(3)
US-1/Biscayne Boulevard and NE 140th Street	Two-Way Stop Control	(1)	(3)	C/18.0 sec (C/23.1 sec) [C/24.5 sec]	(2)	(2)	(3)
US-1/Biscayne Boulevard and Highland Drive/NE 139th Street	Signalized(5)	B/12.7 sec (B/18.0 sec) [B/18.1 sec]	(3)	E+9%/86.9 sec (E+9%/87.2 sec) [E+11%/88.9 sec]	B/14.2 sec (C/22.4 sec) [C/23.3 sec]	A/6.3 sec (A/9.4 sec) [A/8.1 sec]	E/70.9 sec (E/70.5 sec) [E/69.5 sec]
NE 20th Place and NE 140th Street	Two-Way Stop Control	(1)	(2)	(2)	A/9.0 sec (A/9.0 sec) [A/9.2 sec]	(4)	(3)
NE 20th Place/Seabreeze Drive and NE 139th Street	Two-Way Stop Control	(1)	(2)	(2)	A/9.9 sec (A/9.9 sec) [B/10.3 sec]	B/10.1 sec (B/10.1 sec) [B/10.5 sec]	(3)
NE 20th Place/Seabreeze Drive and Highland Drive	Two-Way Stop Control	(1)	(2)	(2)	(3)	A/10.0 sec (A/10.0 sec) [B/10.1 sec]	(3)
Biscayne Boulevard and NE 143rd Street	Signalized	B/14.5 sec (E+21%/96.4 sec)(4) [E+22%/97.4 sec]	(3)	E+33%/106.5 sec (E+50%/119.6 sec) [E+50%/119.6 sec]	A/1.9 sec (E+42%/113.9 sec) [E+46%/117.0 sec]	A/6.2 sec (E/62.5 sec) [E/61.9 sec]	(3)
NE 20th Place and West Project Driveway	Two-Way Stop Control	(1)	(3)	((3)) [A/9.1 sec]	(2)	(2)	(3)
NE 139th Street and South Project Driveway	Two-Way Stop Control	(1)	(2)	(2)	(3)	(3) ((3)) [A/9.0 sec]	(3)

Response: ***The updated traffic impact study included in Attachment C-C has been revised to include the unoptimized level of service and delay for the background conditions and future total conditions in Tables 4 and 5 for the intersection of US-1/Biscayne Boulevard and NE 143rd Street. Additionally, a table that outlines the changes to the existing traffic signal timings was included in Appendix K within the updated traffic impact study.***

21. The applicant needs to coordinate with FDOT and Miami Dade County DTPW regarding the proposed traffic signal timing optimization/modifications to the US-1/Biscayne Boulevard and NE 143rd Street signalized intersection. A condition of approval will be developed, which requires the applicant to obtain approval from FDOT and Miami Dade County DTPW Traffic Engineering Division to implement the proposed traffic signal timing optimization/modifications. The applicant must prepare the necessary off-site signalization/intersection improvements at the US-1/Biscayne Boulevard and NE 143rd Street signalized intersection.

Response: ***These signal timing optimizations pertain to the Sole Mia project traffic. Sole Mia would have to implement these modifications to the signal timings.***

22. Please update Table 6 to include the 95th percentile Vehicle Queuing Analysis at the US-1/Biscayne Boulevard and NE 143rd Street and US-1/Biscayne Boulevard and NE 139th Street signalized intersections.

Response: ***No project traffic was assigned to the exclusive turn lanes located along US-1/Biscayne Boulevard at NE 143rd Street and US-1/Biscayne Boulevard at NE 139th***

Street, therefore turn lanes at these intersections were not analyzed as part of the 95th percentile queuing analysis.

23. A condition of approval will be developed, which requires the applicant to commit to providing a Transportation Demand Management (TDM) program that aligns with the strategies outlined in the updated traffic impact study dated April 2025 as approved by the City of North Miami Beach.

Response: ***Acknowledged.***

Attachment C-C

Updated Traffic Impact Study

Traffic Impact Analysis
for Submittal to the
City of North Miami Beach

ARCH CREEK | NAI DEVELOPMENT
NORTH MIAMI BEACH, FLORIDA

Kimley»Horn

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Updated April 2025
April 2025
143302000

Traffic Impact Analysis
for Submittal to the
City of North Miami Beach

ARCH CREEK | NAI DEVELOPMENT

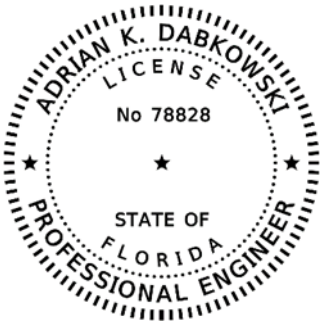
NORTH MIAMI BEACH, FLORIDA

Prepared for:

Arch Creek Equities, LLC

Prepared by:

Kimley-Horn and Associates, Inc.



This item has been digitally signed and sealed by Adrian K. Dabkowski, P.E., PTOE, on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Adrian K. Dabkowski, P.E., PTOE
Florida Registration Number 78828
Kimley-Horn and Associates, Inc.
8201 Peters Road, Suite 2200
Plantation, FL 33324

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Updated April 2025
April 2025
143302000

EXECUTIVE SUMMARY

Arch Creek Equities, LLC is proposing to redevelop the properties located along the east side of NE 20th Place from NE 140th Street to south of NE 139th Street in North Miami Beach, Florida. Currently, the site proposed for redevelopment is occupied by one (1) single-family home and 31 low-rise multifamily residential units. The proposed redevelopment consists of 293 mid-rise multifamily residential units. The project is expected to be completed and opened by year 2027.

Access to the proposed redevelopment will be provided via one (1) full-access, unsignalized driveway on NE 20th Place north of NE 139th Street and one (1) full-access, unsignalized driveway on NE 139th Street east of NE 20th Place.

Trip generation calculations for the existing development and the proposed redevelopment were performed using rates and/or equations contained in the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 11th Edition. The project is expected to generate 90 net new weekday A.M. peak hour trips and 84 net new weekday P.M. peak hour trips.

The results of the turn lane analysis indicate that neither exclusive left-turn lanes nor exclusive right-turn lanes are warranted at the project driveways.

The results of the intersection capacity analysis indicate that all study intersections are expected to operate at adopted level of service (LOS) E+50% or better during the A.M. and P.M. peak hours under all analysis scenarios with the exception of the intersection of Biscayne Boulevard and NE 143rd Street. This intersection and its westbound and northbound approaches fail under future background conditions as a result of traffic generated by the Sole Mia development if signal timings are not optimized. However, with signal timing optimization, the intersection and its northbound approach are expected to operate at adopted LOS E+50% or better under future background as well as future total conditions with the proposed project. Note the project does not assign traffic to the westbound approach at this intersection.

The results of the 95th percentile queuing analysis indicate that vehicular queues are expected to be accommodated within the existing southbound left-turn lane at the intersection of US-1/Biscayne Boulevard and NE 140th Street under all A.M. peak hour scenarios. Note that vehicular queues are expected to exceed storage under future background and future total

conditions during the P.M. peak hour. However, there is no opportunity to extend the storage length provided as the southbound left-turn lane is a substandard back-to-back turn lane. Further note that this movement is free-flowing and gaps within northbound through traffic will allow for greater flow in the southbound left-turn movement.

The results of the roadway segment capacity analysis indicate that the segment of US-1/Biscayne Boulevard between NE 135th Street and NE 143rd Street is expected to operate at adopted LOS E+50% or better under all analysis conditions during the A.M. and P.M. peak hours.

Transportation Demand Management (TDM) strategies are proposed to reduce the impacts of the project traffic on the surrounding roadway network. Typical measures promote bicycling and walking, encourage car/vanpooling, and offer alternatives to the typical workday hours. The applicant will commit to providing the following incentives including:

- Provide 107 long-term secure bicycle parking spaces
- Providing wide hallways that can accommodate bikes
- Providing elevators that can accommodate bikes

TABLE OF CONTENTS

INTRODUCTION 1
EXISTING TRAFFIC 3
FUTURE BACKGROUND TRAFFIC 5
Background Area Growth 5
Committed Developments 6
PROJECT TRAFFIC 8
Existing Land Use 8
Proposed Land Use 8
Project Access 8
Trip Generation 8
Multimodal Reduction 8
Net New Project Trips 10
Pedestrian Trip Generation 10
Trip Distribution and Assignment 10
FUTURE TOTAL TRAFFIC 15
TURN LANE ANALYSIS 17
INTERSECTION CAPACITY ANALYSIS 18
95TH PERCENTILE QUEUING ANALYSIS 21
ROADWAY SEGMENT CAPACITY ANALYSIS 22
TRANSPORTATION DEMAND MANAGEMENT STRATEGIES 23
CONCLUSION 24

LIST OF FIGURES

Figure 1: Location Map 2
Figure 2: Existing Peak Hour Traffic 4
Figure 3: Future Background Peak Hour Traffic 7
Figure 4: Pedestrian Trip Generator 12
Figure 5: Peak Hour Project Trip Distribution 13
Figure 6: Peak Hour Project Trip Assignment 14
Figure 7: Future Total Peak Hour Traffic 16

LIST OF TABLES

Table 1: Net New Trip Generation Summary 10
Table 2: Cardinal Trip Distribution 11
Table 3: Left-Turn Lane Analysis Results 17
Table 4: A.M. Peak Hour Intersection Capacity Analysis 19
Table 5: P.M. Peak Hour Intersection Capacity Analysis 20
Table 6: 95th Percentile Queuing Analysis Results 21
Table 7: Peak Hour Roadway Capacity Analysis – Existing (2024) Conditions 22
Table 8: Peak Hour Roadway Capacity Analysis – Future Background (2027) Conditions 22
Table 9: Peak Hour Roadway Capacity Analysis – Future Total (2027) Conditions 22

LIST OF APPENDICES

APPENDIX A: Site Plan
APPENDIX B: Methodology Correspondence
APPENDIX C: Traffic Data
APPENDIX D: Growth Rate Calculations
APPENDIX E: Committed Developments
APPENDIX F: Transit Route Information
APPENDIX G: Trip Generation
APPENDIX H: Cardinal Distribution
APPENDIX I: Volume Development Worksheets
APPENDIX J: Left-Turn Lane Analysis Worksheets
APPENDIX K: Intersection Capacity Analysis Worksheets
APPENDIX L: FDOT 2023 Multimodal Quality/Level of Service Handbook Excerpt

INTRODUCTION

Arch Creek Equities, LLC is proposing to redevelop the properties located along the east side of NE 20th Place from NE 140th Street to south of NE 139th Street in North Miami Beach, Florida. Currently, the site proposed for redevelopment is occupied by one (1) single-family home and 31 low-rise multifamily residential units. The proposed redevelopment consists of 293 mid-rise multifamily residential units. The project is expected to be completed and opened by year 2027. A project location map is provided as Figure 1. A site plan is included in Appendix A.

Kimley-Horn and Associates, Inc. has completed this traffic impact analysis consistent with requirements outlined by the City of North Miami Beach. Methodology correspondence detailing the traffic study requirements are included in Appendix B. The purpose of the study is to assess the proposed redevelopment's impact on the surrounding transportation network. This report summarizes the data collection, project trip generation, trip distribution and assignment, turn lane analysis, intersection capacity analysis, 95th percentile queuing analysis, roadway segment capacity analysis, and transportation control measures.

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Figure 1
Location Map
Arch Creek | NAI Development
North Miami Beach, Florida

EXISTING TRAFFIC

A.M. peak period (7:00 A.M. to 9:00 A.M.) and P.M. peak period (4:00 P.M. to 6:00 P.M.) turning movement counts were collected on October 30, 2024 (Wednesday) and February 6, 2025 (Thursday) at the following intersections:

- US-1/Biscayne Boulevard and Target Driveway
- US-1/Biscayne Boulevard and NE 140th Street
- US-1/Biscayne Boulevard and Highland Drive/NE 139th Street
- NE 20th Place and NE 140th Street
- NE 20th Place/Seabreeze Drive and NE 139th Street
- NE 20th Place/Seabreeze Drive and Highland Drive
- US-1/Biscayne Boulevard and NE 143rd Street

All traffic volumes were collected in 15-minute intervals and the peak hour was determined for each intersection. Turning movement counts also included pedestrian and bicycle data. The appropriate Florida Department of Transportation (FDOT) peak season conversion factors (PSCF) were applied to the turning movement counts based on the date of data collection. Existing phasing and timing patterns were obtained from Miami-Dade County Department of Transportation and Public Works – Traffic Signals and Signs Division for all signalized study area intersections.

The turning movement counts, FDOT peak season factor category reports, and signal timing data are included in Appendix C. Figure 2 presents the existing turning movement volumes at the study intersections during the A.M. and P.M. peak hours.

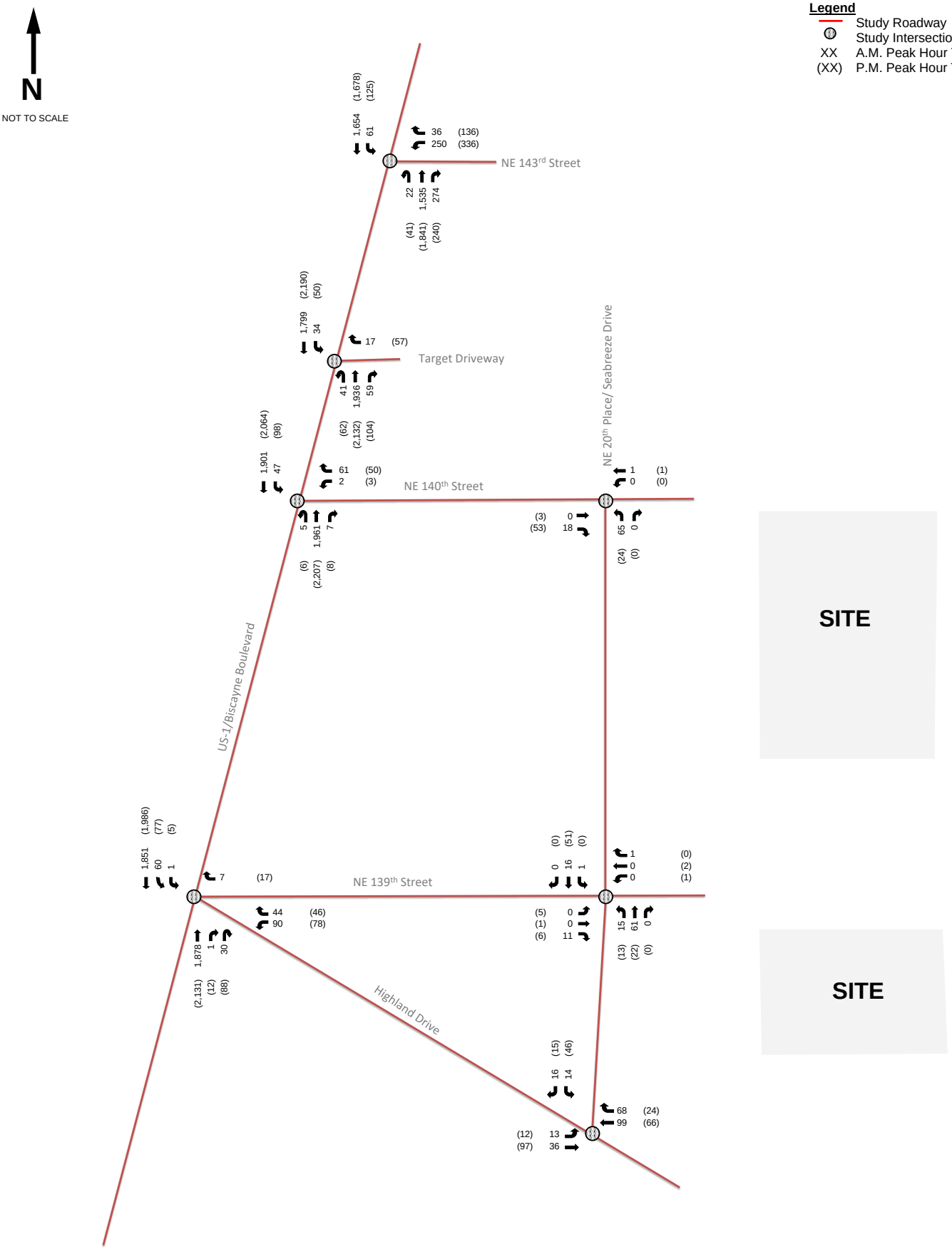

Figure 2
Existing Peak Hour Traffic
Arch Creek | NAI Development
North Miami Beach, Florida

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FUTURE BACKGROUND TRAFFIC

Future background traffic conditions are defined as expected traffic conditions on the roadway network in the year 2027 without the construction of the proposed redevelopment. Future background traffic volumes used in the analysis are the sum of the existing traffic and additional traffic generated by growth in the study area. Refer to Figure 3 for the future background peak hour traffic volumes.

BACKGROUND AREA GROWTH

Future traffic growth on the transportation network was determined based upon (a) historical growth trends at nearby FDOT traffic count stations and (b) traffic volume comparisons from the year 2015 and 2045 Florida Standard Urban Transportation Model Structure (FSUTMS) - Southeast Florida Regional Planning Model (SERPM). FDOT count stations referenced in this analysis include:

- FDOT count station #1026: SR 916/Opa-Locka Boulevard/NW 135th-138th Street – west of SR 5/US-1
- FDOT count station #2523: SR 5/US-1 – north of SR 922/NE 123rd Street
- FDOT count station #5219: SR 5/US-1 – south of NE 163rd Street/Sunny Isles Causeway

The historical growth rate analysis, based on FDOT count stations, examined linear, exponential, and decaying exponential growth rates for the most recent five (5) and ten (10) year periods. The linear growth trend yielded a growth rate of 1.36 percent (1.36%) over the most recent five (5) year period and 0.03 percent (0.03%) over the most recent ten (10) year period. The exponential growth trend yielded a growth rate of 1.26 percent (1.26%) over the most recent five (5) year period and negative 0.04 percent (-0.04%) over the most recent ten (10) year period. The decaying exponential growth trend yielded a growth rate of 1.24 percent (1.24%) over the most recent five (5) year period and negative 0.15 percent (-0.15%) over the most recent ten (10) year period. The calculated growth rate with the highest R^2 value was the five (5) year decaying exponential growth trend which yielded a growth rate of 1.24 percent (1.24%).

Based on the volume information obtained from the years 2015 and 2045 FSUTMS SERPM, an annual growth rate of 1.12 percent (1.12%) in the vicinity of the redevelopment was calculated.

The growth rate with the highest R^2 of 1.24 percent (1.24%) was applied annually to the existing traffic volumes to develop future 2027 background conditions. Detailed growth rate calculations are contained in Appendix D.

COMMITTED DEVELOPMENTS

The following committed developments were included as part of the future traffic conditions. Committed development information is included in Appendix E.

1. Sole Mia
2. Raising Cane's
3. Capri – 13899 Biscayne Boulevard

Note that the Raising Cane's redevelopment will be closed during the weekday A.M. peak hour and is expected to generate a reduction in weekday P.M. peak hour trips. Additionally, the Capri - 13899 Biscayne Boulevard redevelopment is expected to generate a reduction in weekday A.M. peak hour inbound trips. Therefore, to provide a conservative analysis, these trip reductions were not applied to future background traffic volumes.

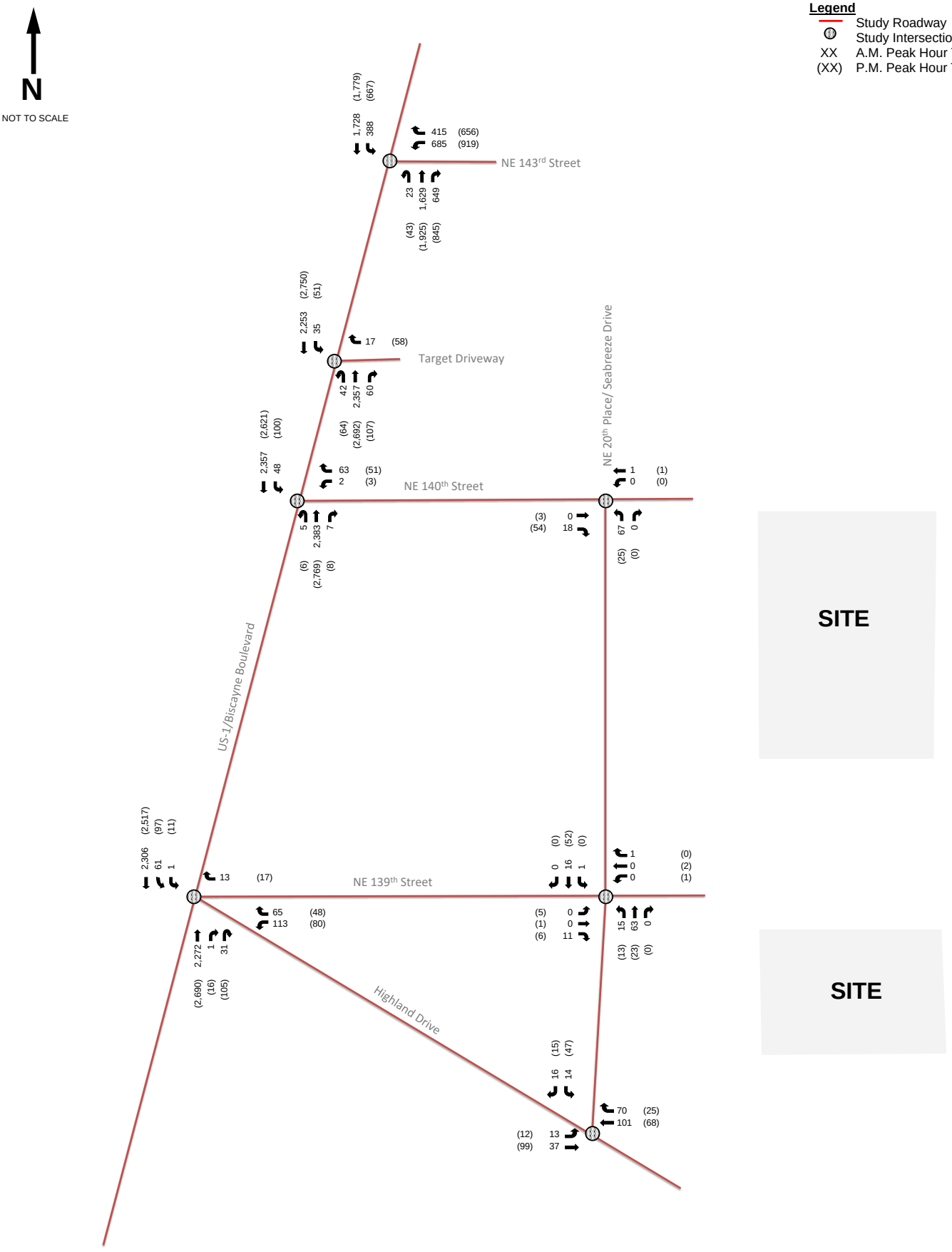

Figure 3
Future Background Peak Hour Traffic
Arch Creek | NAI Development
North Miami Beach, Florida

Kimley»Horn

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PROJECT TRAFFIC

Project traffic used in this analysis is defined as the vehicle trips expected to be generated by the project and the distribution and assignment of that traffic over the study roadway network.

EXISTING LAND USE

The property proposed for redevelopment is currently occupied by one (1) single-family home and 31 low-rise multifamily residential units.

PROPOSED LAND USE

The proposed redevelopment plan consists of 293 mid-rise multifamily residential units.

PROJECT ACCESS

Access to the proposed redevelopment will be provided via one (1) full-access, unsignalized driveway on NE 20th Place north of NE 139th Street and one (1) full-access, unsignalized driveway on NE 139th Street east of NE 20th Place. Note that a drop-off/pick-up area will also be provided on the south side of NE 139th Street east of NE 20th Place.

TRIP GENERATION

Trip generation calculations for the existing development and the proposed redevelopment were performed using rates and/or equations contained in the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 11th Edition. The trip generation for the existing development was determined using ITE Land Use Code (LUC) 210 (Single-Family Detached Housing) and LUC 220 (Multifamily Housing [Low-Rise]). The trip generation for the proposed redevelopment was determined using ITE LUC 221 (Multifamily Housing [Mid-Rise]).

MULTIMODAL REDUCTION

A multimodal (public transit, bicycle, and pedestrian) factor based on US Census *Means of Transportation to Work* data was reviewed for the census tract in which the development is located. A multimodal factor of 13.6 percent (13.6%) was determined for the proposed redevelopment. It is expected that a portion of residents and guests will choose to walk, bike, or use public transit to and from the proposed redevelopment.

Two (2) Miami-Dade Department of Transportation and Public Works (DTPW) routes, one (1) City of North Miami Beach Trolley route, and one (1) Bay Harbor Islands Minibus route currently operate in close proximity (within ¼ mile) to the site during the A.M. and P.M. peak hours.

- DTPW Route 3 operates along US-1/Biscayne Boulevard in the vicinity of the project site with the nearest stop located just north of NE 140th Street. This route operates with 15-minute headways in the northbound and southbound directions during the A.M. and P.M. peak hours.
- DTPW Route 203/Biscayne MAX operates along US-1/Biscayne Boulevard in the vicinity of the project site with the nearest stop located just south of NE 146th Street. This route operates with 30-minute headways in the northbound and southbound directions during the A.M. and P.M. peak hours.
- City of North Miami Beach Trolley Route C operates along Highland Drive in the vicinity of the project site with the nearest stop located just north of NE 140th Street. This route operates with approximately 60-minute headways in the northbound and southbound directions during the A.M. and P.M. peak hours.
- Bay Harbor Minibus operates along US-1/Biscayne Boulevard in the vicinity of the project site with the nearest stop located just north of NE 140th Street. This route operates with approximately 90-minute headways in the northbound and southbound directions during the A.M and P.M. peak hours.

Detailed route information and headway data is provided in Appendix F.

NET NEW PROJECT TRIPS

As shown in Table 1, the proposed redevelopment is expected to generate 90 net new vehicle trips during the A.M. peak hour and 84 net new vehicle trips during the P.M. peak hour. Detailed trip generation information is included in Appendix G.

Table 1: Net New Trip Generation Summary

A.M. Peak Hour (P.M. Peak Hour)

Land Use (ITE Code)	Scale	Entering Trips	Exiting Trips	New External Trips
Existing Development				
Single-Family Detached Housing (210)	1 dwelling unit	0 (1)	1 (0)	1 (1)
Multifamily Housing (Low-Rise) (220)	31 dwelling units	2 (9)	8 (5)	10 (14)
Subtotal		2 (10)	9 (5)	11 (15)
Proposed Redevelopment				
Multifamily Housing (Mid-Rise) (221)	293 dwelling units	23 (60)	78 (39)	101 (99)
Net New Vehicle Trips		**21 (50)**	**69 (34)**	**90 (84)**

PEDESTRIAN TRIP GENERATION

A schematic plan of surrounding pedestrian trip generators, including transit facilities, was prepared. Figure 4 presents pedestrian trip generators located within the vicinity of the site. Note that the project proposes a sidewalk along the south side of NE 139th Street. Additionally, there are existing sidewalks located along the east and west side of NE 20th Place adjacent to the project site. The intersection of US-1/Biscayne Boulevard and NE 139th Street provides crossing opportunities containing enhanced pedestrian safety with pedestrian signals and truncated domes at the south and east legs of the intersection.

TRIP DISTRIBUTION AND ASSIGNMENT

The likely distribution of project traffic was forecast for the trips expected to be generated by the proposed redevelopment. The trip distribution was based on an interpolated cardinal trip distribution for the project site's traffic analysis zone (TAZ) obtained from the Miami-Dade Transportation Planning Organization's (TPO's) *2045 Long Range Transportation Plan Directional Trip Distribution Report*. The trip distribution for the anticipated build-out year of 2027 was

interpolated from the 2015 and 2045 data. The project is located within TAZ 188 and TAZ 190. The cardinal trip distribution for the combination of TAZ 188 and TAZ 190 is provided in Table 2.

Table 2: Cardinal Trip Distribution

Cardinal Direction	Percentage of Trips
North-Northeast	19.0%
East-Northeast	1.0%
East-Southeast	1.0%
South-Southeast	4.0%
South-Southwest	25.0%
West-Southwest	19.0%
West-Northwest	14.0%
North-Northwest	17.0%
Total	**100.0%**

Figure 5 presents the A.M. and P.M. peak hour net new trip distribution for the proposed redevelopment. Figure 6 presents the A.M. and P.M. peak hour net new trip assignment for the proposed redevelopment. Detailed cardinal distribution calculations are contained in Appendix H.

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Figure 4
Pedestrian Trip Generators
Arch Creek | NAI Development
North Miami Beach, Florida

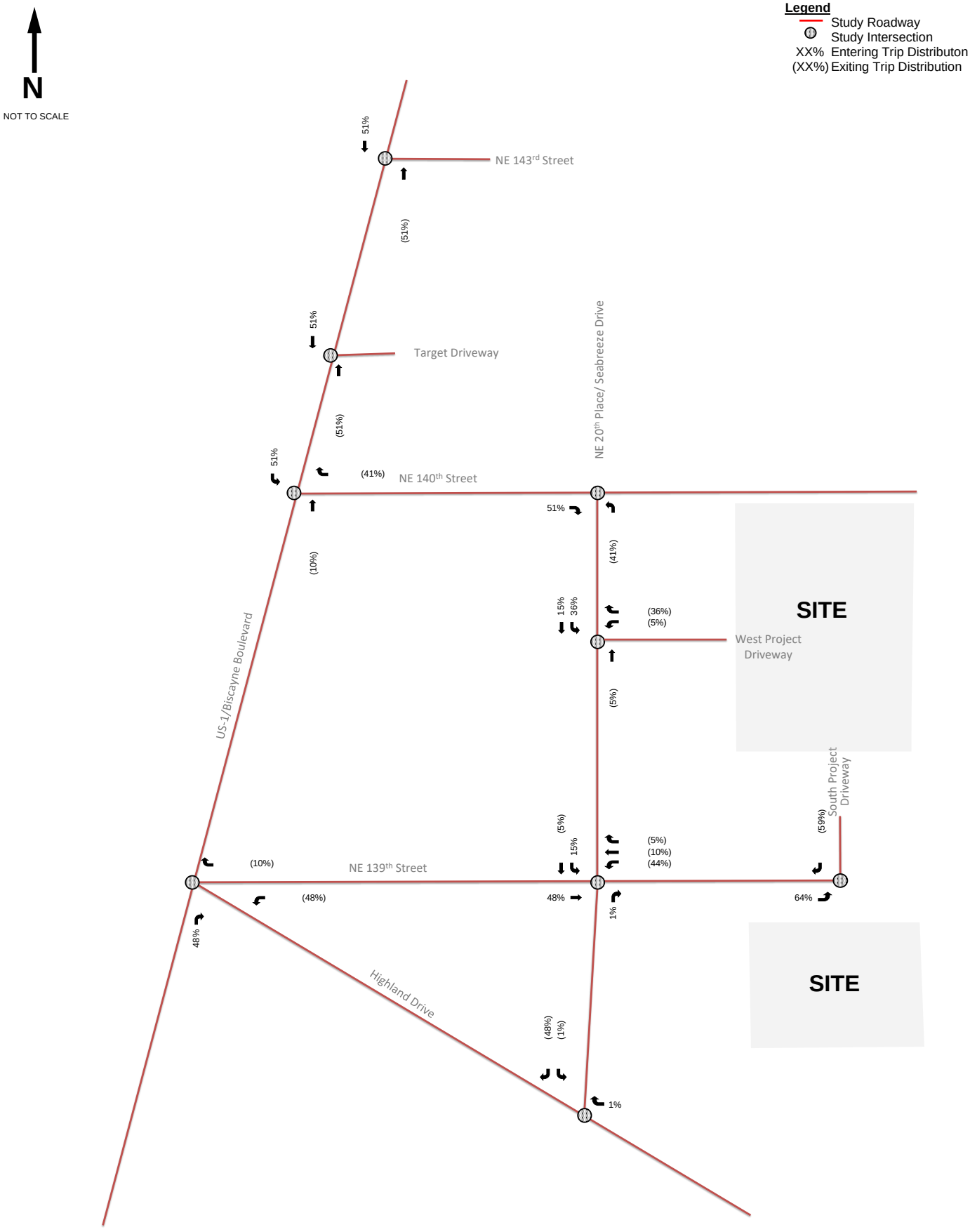

Figure 5
Peak Hour Project Trip Distribution
Arch Creek | NAI Development
North Miami Beach, Florida

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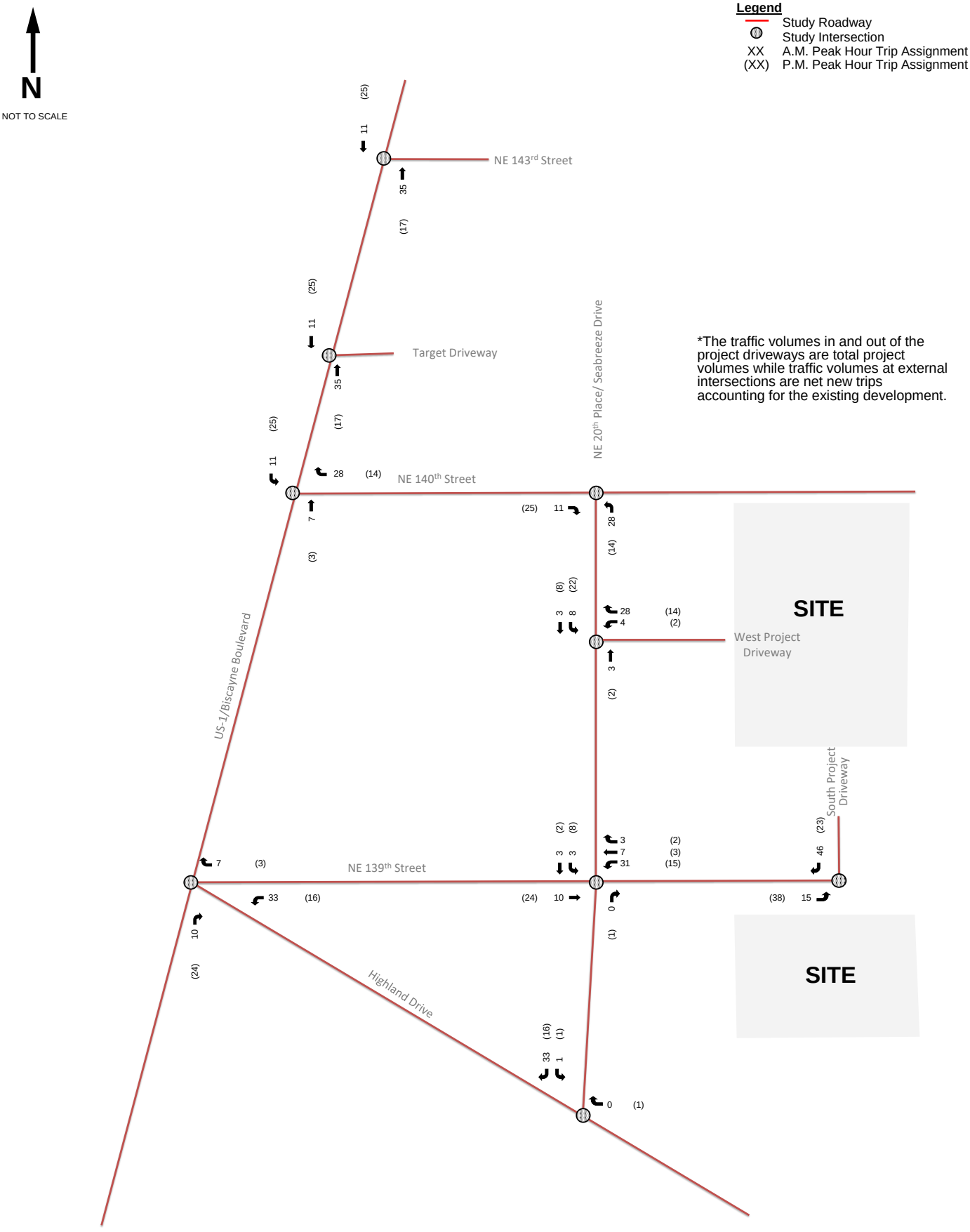

Figure 6
Peak Hour Project Trip Assignment
Arch Creek | NAI Development
North Miami Beach, Florida

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FUTURE TOTAL TRAFFIC

Future total traffic conditions are defined as the expected traffic conditions in the year 2027 after the opening of the project. Total traffic volumes considered in the analysis for this project are the sum of the future background traffic volumes and the expected project traffic volumes. Figure 7 presents the future total turning movement volumes at the study intersections during the weekday A.M. and P.M. peak hours. Volume development worksheets for the study intersections are included in Appendix I.

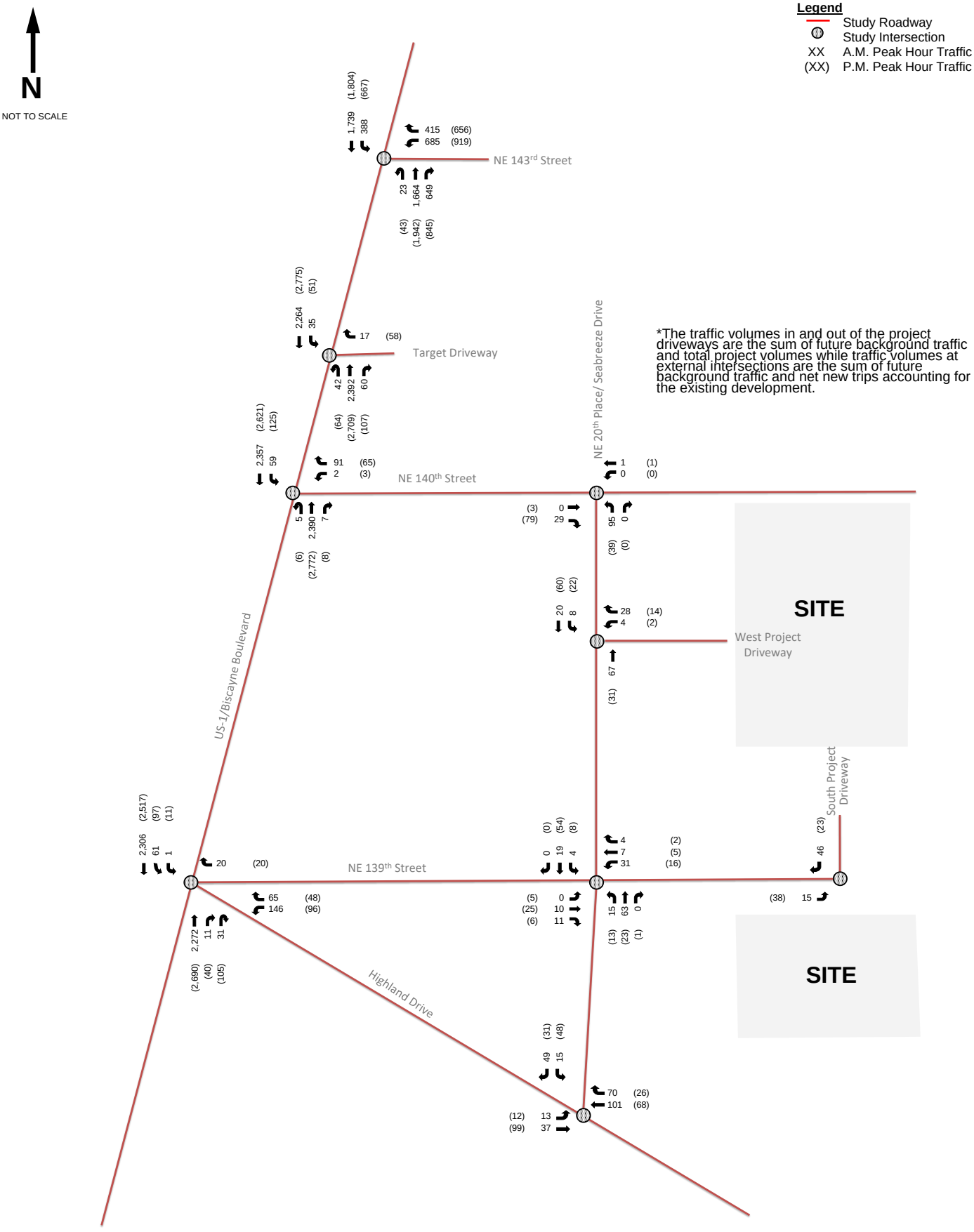

Figure 7
Future Total Peak Hour Traffic
Arch Creek | NAI Development
North Miami Beach, Florida

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TURN LANE ANALYSIS

A left-turn lane analysis was conducted for the project driveways based on the recommended guidelines for the installation of exclusive left-turn lanes outlined in FDOT's *Multimodal Access Management Guidebook*, 2023. Note that a right-turn lane analysis was not prepared as project trips are not expected to make right turns to enter the site so exclusive right-turn lanes are not required. Table 3 summarizes the results of the left-turn lane analysis. As shown in Table 3, exclusive left-turn lanes are not warranted at any of the project driveways. Turn lane analysis worksheets are provided in Appendix J.

Table 3: Left-Turn Lane Analysis Results

Intersection	Approach	% Left-Turns A.M. (P.M.)	Advancing Veh/Hour A.M. (P.M.)	Opposing Veh/Hour A.M. (P.M.)	Analysis Results
NE 20th Place and West Project Driveway	Southbound	29% (27%)	28 (82)	67 (31)	Not Satisfied
NE 139th Street and South Project Driveway	Eastbound	100% (100%)	15 (38)	0 (0)	Not Satisfied

INTERSECTION CAPACITY ANALYSIS

The study area intersection operating conditions were analyzed for three (3) scenarios (existing conditions, future background conditions, and future total conditions) using Trafficware's *SYNCHRO 12* software, which applies methodologies outlined in the Transportation Research Board's (TRB's) *Highway Capacity Manual* (HCM) 2000/7th Editions. Synchro worksheets for the study intersections and signal timing changes are included in Appendix K.

A summary of the intersection analyses for the proposed redevelopment during the A.M. and P.M. hours is presented in Tables 4 and 5. As Tables 4 and 5 indicate, the study intersections are expected to operate at adopted level of service (LOS) E+50% or better during the A.M. and P.M. peak hours under all analysis scenarios with the exception of the intersection of Biscayne Boulevard and NE 143rd Street. This intersection and its westbound and northbound approaches fail under future background conditions as a result of traffic generated by the Sole Mia development if signal timings are not optimized. However, with signal timing optimization, the intersection and its northbound approach are expected to operate at adopted LOS E+50% or better under future background as well as future total conditions with the proposed project. Note the project does not assign traffic to the westbound approach at this intersection.

Table 4: A.M. Peak Hour Intersection Capacity Analysis							
Intersection	Traffic Control	Overall LOS/Delay	Approach LOS/Delay				
			EB	WB	NB	SB	SWB
Existing Conditions (Future Background Conditions) [Future Total Conditions]							
US-1/Biscayne Boulevard and Target Driveway	Two-Way Stop Control	(1)	(3)	C/15.3 sec (C/17.8 sec) [C/18.1 sec]	(2)	(2)	(3)
US-1/Biscayne Boulevard and NE 140th Street	Two-Way Stop Control	(1)	(3)	C/17.5 sec (C/22.4 sec) [D/33.2 sec]	(2)	(2)	(3)
US-1/Biscayne Boulevard and Highland Drive/NE 139th Street	Signalized[5]	B/12.4 sec (B/19.5 sec) [B/18.9 sec]	(3)	E+10%/88.3 sec (E+19%/95.4 sec) [E+34%/107.5 sec]	B/12.5 sec (B/16.8 sec) [B/17.9 sec]	A/6.7 sec (B/16.1 sec) [B/11.6 sec]	E/69.9 sec (E/67.3 sec) [E/66.0 sec]
NE 20th Place and NE 140th Street	Two-Way Stop Control	(1)	(2)	(2)	A/9.2 sec (A/9.2 sec) [A/9.4 sec]	(3)	(3)
NE 20th Place/Seabreeze Drive and NE 139th Street	Two-Way Stop Control	(1)	(2)	(2)	A/9.2 sec (A/9.2 sec) [A/9.6 sec]	A/8.9 sec (A/8.9 sec) [A/9.4 sec]	(3)
NE 20th Place/Seabreeze Drive and Highland Drive	Two-Way Stop Control	(1)	(2)	(2)	(3)	A/9.6 sec (A/9.6 sec) [A/9.9 sec]	(3)
Biscayne Boulevard and NE 143rd Street	Signalized	A/8.7 sec (E+28%/102.5 sec) (D/43.1 sec)[4] [E+27%/101.9 sec] [D/43.3 sec] [4]	(3)	E+23%/98.4 sec (F/>120 sec) (E+42%/113.6 sec) [4] [F/>120 sec] [E+42%/113.7 sec] [4]	A/0.9 sec (A/7.4 sec) (C/21.6 sec) [4] [A/7.7 sec] [C/22.6 sec] [4]	A/3.4 sec (C/28.5 sec) (C/29.5 sec) [4] [C/28.4 sec] [C/29.3 sec] [4]	(3)
NE 20th Place and West Project Driveway	Two-Way Stop Control	(1)	(3)	(3) ((3)) [A/9.3 sec]	(2)	(2)	(3)
NE 139th Street and South Project Driveway	Two-Way Stop Control	(1)	(2)	(2)	(3)	(3) ((3)) [A/9.1 sec]	(3)

Notes: [1] Overall intersection LOS is not defined, as intersection operates under two-way stop-control conditions.
[2] Approach operates under free-flow conditions. LOS is not defined.
[3] Approach does not exist.
[4] Signal timing were optimized under future background conditions to adjust for Sole Mia traffic given the project's A.M. peak hour trip generation (2,158 trips).
[5] Intersection cannot be analyzed using HCM 7th Edition. Therefore, HCM 2000 was used instead.

Table 5: P.M. Peak Hour Intersection Capacity Analysis							
Intersection	Traffic Control	Overall LOS/Delay	Approach LOS/Delay				
			EB	WB	NB	SB	SWB
Existing Conditions (Future Background Conditions) [Future Total Conditions]							
US-1/Biscayne Boulevard and Target Driveway	Two-Way Stop Control	(1)	(3)	C/18.5 sec (C/24.1 sec) [C/24.3 sec]	(2)	(2)	(3)
US-1/Biscayne Boulevard and NE 140th Street	Two-Way Stop Control	(1)	(3)	C/18.0 sec (C/23.1 sec) [C/24.5 sec]	(2)	(2)	(3)
US-1/Biscayne Boulevard and Highland Drive/NE 139th Street	Signalized[5]	B/12.7 sec (B/18.0 sec) [B/18.1 sec]	(3)	E+9%/86.9 sec (E+9%/87.2 sec) [E+11%/88.9 sec]	B/14.2 sec (C/22.4 sec) [C/23.3 sec]	A/6.3 sec (A/9.7 sec) [A/8.1 sec]	E/70.9 sec (E/70.5 sec) [E/69.5 sec]
NE 20th Place and NE 140th Street	Two-Way Stop Control	(1)	(2)	(2)	A/9.0 sec (A/9.0 sec) [A/9.2 sec]	(4)	(3)
NE 20th Place/Seabreeze Drive and NE 139th Street	Two-Way Stop Control	(1)	(2)	(2)	A/9.9 sec (A/9.9 sec) [B/10.3 sec]	B/10.1 sec (B/10.1 sec) [B/10.5 sec]	(3)
NE 20th Place/Seabreeze Drive and Highland Drive	Two-Way Stop Control	(1)	(2)	(2)	(3)	A/10.0 sec (A/10.0 sec) [B/10.1 sec]	(3)
Biscayne Boulevard and NE 143rd Street	Signalized	B/14.5 sec (F/>120 sec) (E+21%/96.4 sec)[4] [F/>120 sec] [E+22%/97.4 sec] [4]	(3)	E+33%/106.5 sec (F/>120 sec) (E+50%/119.6 sec) [4] [F/>120 sec] [E+50%/119.6 sec] [4]	A/1.9 sec (B/11.8 sec) (E+42%/113.9 sec) [4] [B/12.2 sec] [E+46%/117.0 sec] [4]	A/6.2 sec (F/>120 sec) (E/62.5 sec) [4] [F/>120 sec] [E/61.9 sec] [4]	(3)
NE 20th Place and West Project Driveway	Two-Way Stop Control	(1)	(3)	(3) ((3)) [A/9.1 sec]	(2)	(2)	(3)
NE 139th Street and South Project Driveway	Two-Way Stop Control	(1)	(2)	(2)	(3)	(3) ((3)) [A/9.0 sec]	(3)

Notes: [1] Overall intersection LOS is not defined, as intersection operates under two-way stop-control conditions.
[2] Approach operates under free-flow conditions. LOS is not defined.
[3] Approach does not exist.
[4] Signal timing were optimized under future background conditions to adjust for Sole Mia traffic given the project's P.M. peak hour trip generation (2,820 trips).
[5] Intersection cannot be analyzed using HCM 7th Edition. Therefore, HCM 2000 was used instead.

95TH PERCENTILE QUEUING ANALYSIS

A 95th percentile queuing analysis was performed to determine if sufficient vehicle storage is provided at all exclusive turn lanes where project trips are assigned during all analysis conditions. The 95th percentile queue lengths were calculated utilizing Trafficware's *SYNCHRO 12* software and HCM 7th Edition methodology. Note that an average vehicle length of 25 feet was used to calculate 95th percentile queues. Synchro worksheets are included in Appendix K.

The results of the 95th percentile queuing analysis indicate that vehicular queues are expected to be accommodated within the existing southbound left-turn lane at the intersection of US-1/Biscayne Boulevard and NE 140th Street under all A.M. peak hour scenarios. Note that vehicular queues are expected to exceed storage under future background and future total conditions during the P.M. peak hour. However, there is no opportunity to extend the storage length provided as the southbound left turn lane is a substandard back-to-back turn lane. Further note that this movement is free-flowing and gaps within northbound through traffic will allow for greater flow in the southbound left-turn movement. A summary of the 95th percentile queuing analysis for the A.M. and P.M. peak hours is presented in Table 6.

Table 6: 95th Percentile Queuing Analysis Results

Intersection	Movement	95th Percentile Queue (ft)	Turn Lane Length (ft)	Turn Lane Sufficient?
Existing Conditions (Future Background Conditions) [Future Total Conditions]				
A.M. Peak Hour				
US-1/Biscayne Boulevard and NE 140th Street	Southbound Left-Turn	48 (88) [115]	175	Yes (Yes) [Yes]
P.M. Peak Hour				
US-1/Biscayne Boulevard and NE 140th Street	Southbound Left-Turn	175 (270) [348]	175	Yes (No) [No]

ROADWAY SEGMENT CAPACITY ANALYSIS

In addition to the intersection capacity analyses, a roadway segment capacity analysis was prepared for the roadway segment of US-1/Biscayne Boulevard between NE 135th Street to NE 143rd Street. The analysis was prepared for peak hour two-way roadway volumes using roadway capacities for a Context Class C4 roadway from the FDOT *2023 Multimodal Quality/Level of Service Handbook*. The highest two-way peak hour volume was identified for the roadway segment for each peak hour and analysis condition based on the peak hour volumes developed for the intersection capacity analysis. The results of the analysis are summarized in Table 7 through Table 9. As shown in these tables, the segment of US-1/Biscayne Boulevard between NE 135th Street and NE 143rd Street is expected to operate at adopted LOS E+50% or better under all analysis conditions during the A.M. and P.M. peak hours. An excerpt of the FDOT *2023 Multimodal Quality/Level of Service Handbook* containing the roadway capacities used in this analysis are provided in Appendix L.

Table 7: Peak Hour Roadway Capacity Analysis – Existing (2024) Conditions

Existing (2024) Conditions																			
Roadway		Segment	Context Class	Roadway Type	Number of Lanes	State Road?	Median Type	Left-Turn Lanes?	Right-Turn Lanes?	Volume		Capacity Thresholds				V/C Ratio		LOS	
										A.M. Peak Hour	P.M. Peak Hour	C	D	E	E+50%	A.M. Peak Hour	P.M. Peak Hour	A.M. Peak Hour	P.M. Peak Hour
1	US-1/Biscayne Boulevard	NE 135th Street to NE 143rd Street	C4	Two-Way	6	State	Divided	Yes	No	3,970	4,550	4,020	5,110	5,440	8,160	0.49	0.56	C	D

Table 8: Peak Hour Roadway Capacity Analysis – Future Background (2027) Conditions

Future Background (2027) Conditions																			
Roadway		Segment	Context Class	Roadway Type	Number of Lanes	State Road?	Median Type	Left-Turn Lanes?	Right-Turn Lanes?	Volume		Capacity Thresholds				V/C Ratio		LOS	
										A.M. Peak Hour	P.M. Peak Hour	C	D	E	E+50%	A.M. Peak Hour	P.M. Peak Hour	A.M. Peak Hour	P.M. Peak Hour
1	US-1/Biscayne Boulevard	NE 135th Street to NE 143rd Street	C4	Two-Way	6	State	Divided	Yes	No	4,871	5,677	4,020	5,110	5,440	8,160	0.60	0.70	D	E+5%

Table 9: Peak Hour Roadway Capacity Analysis – Future Total (2027) Conditions

Future Total (2027) Conditions																			
Roadway		Segment	Context Class	Roadway Type	Number of Lanes	State Road?	Median Type	Left-Turn Lanes?	Right-Turn Lanes?	Volume		Capacity Thresholds				V/C Ratio		LOS	
										A.M. Peak Hour	P.M. Peak Hour	C	D	E	E+50%	A.M. Peak Hour	P.M. Peak Hour	A.M. Peak Hour	P.M. Peak Hour
1	US-1/Biscayne Boulevard	NE 135th Street to NE 143rd Street	C4	Two-Way	6	State	Divided	Yes	No	4,897	5,719	4,020	5,110	5,440	8,160	0.60	0.70	D	E+6%

TRANSPORTATION DEMAND MANAGEMENT STRATEGIES

Transportation Demand Management (TDM) strategies are proposed to reduce the impacts of the project traffic on the surrounding roadway network. Typical measures promote bicycling and walking, encourage car/vanpooling, and offer alternatives to the typical workday hours. The applicant will commit to providing the following incentives including:

- Provide 107 long-term secure bicycle parking spaces
- Providing wide hallways that can accommodate bikes
- Providing elevators that can accommodate bikes

CONCLUSION

Arch Creek Equities, LLC is proposing to redevelop the properties located along the east side of NE 20th Place from NE 140th Street to south of NE 139th Street in North Miami Beach, Florida. Currently, the site proposed for redevelopment is occupied by one (1) single-family home and 31 low-rise multifamily residential units. The proposed redevelopment consists of 293 mid-rise multifamily residential units. The project is expected to be completed and opened by year 2027.

Access to the proposed redevelopment will be provided via one (1) full-access, unsignalized driveway on NE 20th Place north of NE 139th Street and one (1) full-access, unsignalized driveway on NE 139th Street east of NE 20th Place.

Trip generation calculations for the existing development and the proposed redevelopment were performed using rates and/or equations contained in the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 11th Edition. The project is expected to generate 90 net new weekday A.M. peak hour trips and 84 net new weekday P.M. peak hour trips.

The results of the turn lane analysis indicate that neither exclusive left-turn lanes nor exclusive right-turn lanes are warranted at the project driveways.

The results of the intersection capacity analysis indicate that all study intersections are expected to operate at adopted level of service (LOS) E+50% or better during the A.M. and P.M. peak hours under all analysis scenarios with the exception of the intersection of Biscayne Boulevard and NE 143rd Street. This intersection and its westbound and northbound approaches fail under future background conditions as a result of traffic generated by the Sole Mia development if signal timings are not optimized. However, with signal timing optimization, the intersection and its northbound approach are expected to operate at adopted LOS E+50% or better under future background as well as future total conditions with the proposed project. Note the project does not assign traffic to the westbound approach at this intersection.

The results of the 95th percentile queuing analysis indicate that vehicular queues are expected to be accommodated within the existing southbound left-turn lane at the intersection of US-1/Biscayne Boulevard and NE 140th Street under all A.M. peak hour scenarios. Note that vehicular queues are expected to exceed storage under future background and future total

conditions during the P.M. peak hour. However, there is no opportunity to extend the storage length provided as the southbound left-turn lane is a substandard back-to-back turn lane. Further note that this movement is free-flowing and gaps within northbound through traffic will allow for greater flow in the southbound left-turn movement.

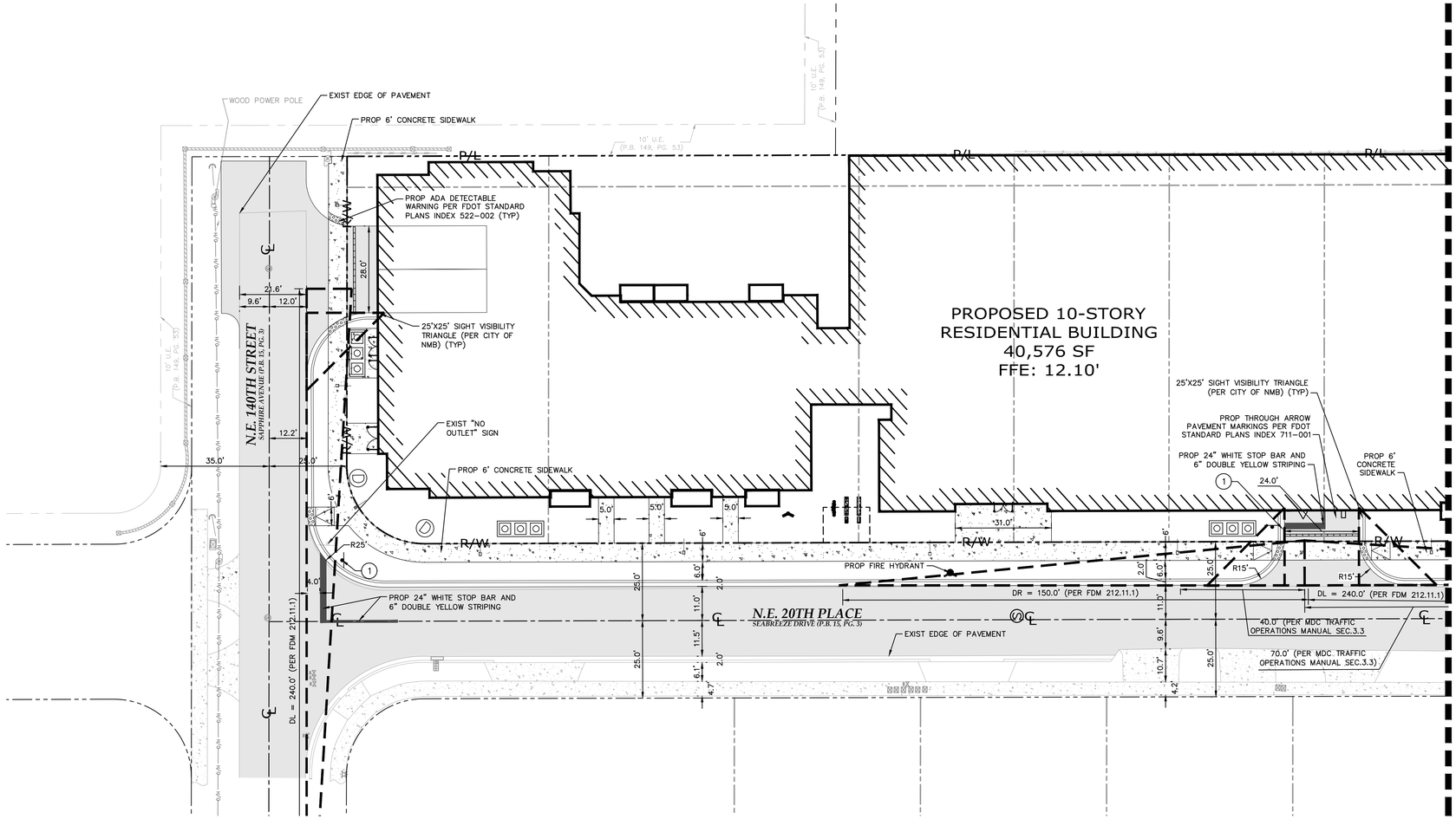
The results of the roadway segment capacity analysis indicate that the segment of US-1/Biscayne Boulevard between NE 135th Street and NE 143rd Street is expected to operate at adopted LOS E+50% or better under all analysis conditions during the A.M. and P.M. peak hours.

Transportation Demand Management (TDM) strategies are proposed to reduce the impacts of the project traffic on the surrounding roadway network. Typical measures promote bicycling and walking, encourage car/vanpooling, and offer alternatives to the typical workday hours. The applicant will commit to providing the following incentives including:

- Provide 107 long-term secure bicycle parking spaces
- Providing wide hallways that can accommodate bikes
- Providing elevators that can accommodate bikes

Appendix A

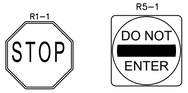
Site Plan



GRAPHIC SCALE IN FEET
0 10 20 40

LEGEND

- R/W — P/L — PROPERTY LINE/RIGHT-OF-WAY
- ℄ — CENTER LINE OF ROAD
- PROP SIGN
- PROP BUILDING
- PROP TYPE 'F' CURB & GUTTER
- PROP TYPE 'D' CURB
- PROP VALLEY GUTTER
- PROP CONCRETE SIDEWALK
- ASPHALT PAVEMENT (FOR REFERENCE ONLY, SEE PAVING AND GRADING PLANS)



NOTES

1. CONTRACTOR SHALL REPLACE ALL STRIPING REMOVED AND/OR DAMAGED DURING CONSTRUCTION ALONG THE ROAD ABUTTING THE PROPERTY PER APPLICABLE COUNTY, AND/OR STATE STANDARDS.
2. CONTRACTOR SHALL VERIFY THAT ALL PROPOSED ADA ITEMS WITHIN PROJECT LIMITS (I.E., ROUTES, PARKING, STRIPING, SIGNAGE, ETC.) MEET THE MINIMUM REQUIREMENTS AND SHALL ADJUST ACCORDINGLY, BEFORE THE PROJECT CAN BE DEEMED CERTIFIED AND COMPLETE.
3. ALL CURB RAMPS AND DETECTABLE WARNINGS TO BE INSTALLED IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 522-002 (LATEST EDITION).
4. ALL SIGNS TO BE INSTALLED PER FDOT STANDARD INDEX 700-010 (LATEST EDITION), AND AS SHOWN ON THE PLANS UNLESS OTHERWISE NOTED. ALL SIGNS TO BE INSTALLED PER FDOT STANDARD INDEX 700-010 (LATEST EDITION), AND AS SHOWN ON THE PLANS UNLESS OTHERWISE NOTED.
5. ALL PAVEMENT SYMBOLS AND MARKINGS SHALL BE THERMOPLASTIC PAVEMENT MARKINGS UNLESS OTHERWISE NOTED. INSTALLATION AND MATERIALS SHALL MEET ALL REQUIREMENTS OF FDOT STANDARD INDEXES 706-001 AND 711-002 (LATEST EDITION).
6. PAINTED PAVEMENT MARKINGS, INSTALLATION AND MATERIALS SHALL MEET ALL REQUIREMENTS OF SECTION 706-001 AND 711-002 SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE FOLLOWING:
   A. APPLY TWO COATS OF VOC COMPLIANT, LOCAL DOT APPROVED, UNDILUTED SOLVENT BASED OR LATEX TRAFFIC PAINT.
   B. FOLLOW MANUFACTURES RECOMMENDED APPLICATION RATE, WITHOUT THE ADDITION OF A THINNER, WITH A MAXIMUM OF 100 SF PER GALLON, OR AS REQUIRED, PROVIDING MINIMUM 25 MILS WET FILM THICKNESS AND 7.5 MILES DRY FILM THICKNESS PER COAT WITH MINIMUM OF 30 DAYS BETWEEN APPLICATIONS.
   C. SECOND COAT OF PAINT SHALL NOT BE APPLIED EARLIER THAN 7 DAYS PRIOR TO GRAND OPENING.
   D. PAINT SHALL BE CRISP, STRAIGHT, AND APPLIED UNIFORMLY ACROSS THE WIDTH OF THE LINE FOR A TOTAL DRY FILM THICKNESS OF 15 MILS.
7. CONTRACTOR SHALL NOT ALLOW TRAFFIC ONTO NEWLY APPLIED PAVEMENT STRIPING/ MARKINGS UNTIL THEY ARE SUFFICIENTLY DRY TO PERMIT VEHICLES TO CROSS THEM WITHOUT DAMAGE. THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REMOVE AND REPLACE ANY PORTION OF THE PAVEMENT STRIPING/MARKINGS DAMAGED BY PASSING TRAFFIC OR ANY OTHER CAUSE.
8. SIGNS SHALL BE IN ACCORDANCE WITH SECTION NO. 700, HIGHWAY SIGNING, OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
9. TRAFFIC SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE U.S. DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), PART II, AND IN THE LOCATIONS SHOWN ON PLANS.
10. PARKING STALL MARKINGS DEPICTED ON PLAN ARE FOR GRAPHICAL PURPOSES ONLY.
11. INSTALL YELLOW REFLECTIVE PAINT ON ALL MEDIAN NOSES PER MIAMI-DADE COUNTY TRAFFIC ENGINEERING DIVISION STANDARDS.
12. EXISTING MARKING SHALL BE REMOVED BY WATER BLASTING OR SAND BLASTING ONLY.
13. CONTRACTOR TO COORDINATE WITH ARCHITECT PRIOR TO ALL PEDESTRIAN LIGHTS INSTALLATION.

GEORGE BALABAN, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 74543

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY GEORGE BALABAN, P.E. ON THE DATE INDICATED HERE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE AND OBTAINING ALL NECESSARY PERMITS.

ALL ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON THE NGVD29 DATUM.

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No.	REVISIONS	DATE	BY

Kimley»Horn
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8201 PETERS ROAD, SUITE 2200, PLANTATION, FL 33324
PHONE: 954-535-5100 FAX: 954-739-2247
WWW.KIMLEY-HORN.COM REGISTRY No. 696

GEORGE BALABAN LICENSE No 74543 STATE OF FLORIDA PROFESSIONAL ENGINEER
DATE:

KHA PROJECT	143302002
DATE	FEB 2025
SCALE	AS SHOWN
DESIGNED BY	AB
DRAWN BY	AB
CHECKED BY	GB

PAVEMENT MARKING & SIGNAGE PLAN

ARCH CREEK
PREPARED FOR
ARCH CREEK EQUITIES, LLC
CITY OF NORTH MIAMI BEACH FL

SHEET NUMBER
C2.00

Plotted By:Benjamin, Alex Sheet Set:ARCH CREEK Layout:C2.00 PAVEMENT MARKING & SIGNAGE PLAN May 08, 2025 04:06:35pm K:\ftl_civil\143 Jobs\143302002 arch equities sp entitlement\Design\CADD\plansheets\C2.00 PAVEMENT MARKING & SIGNAGE PLAN.dwg
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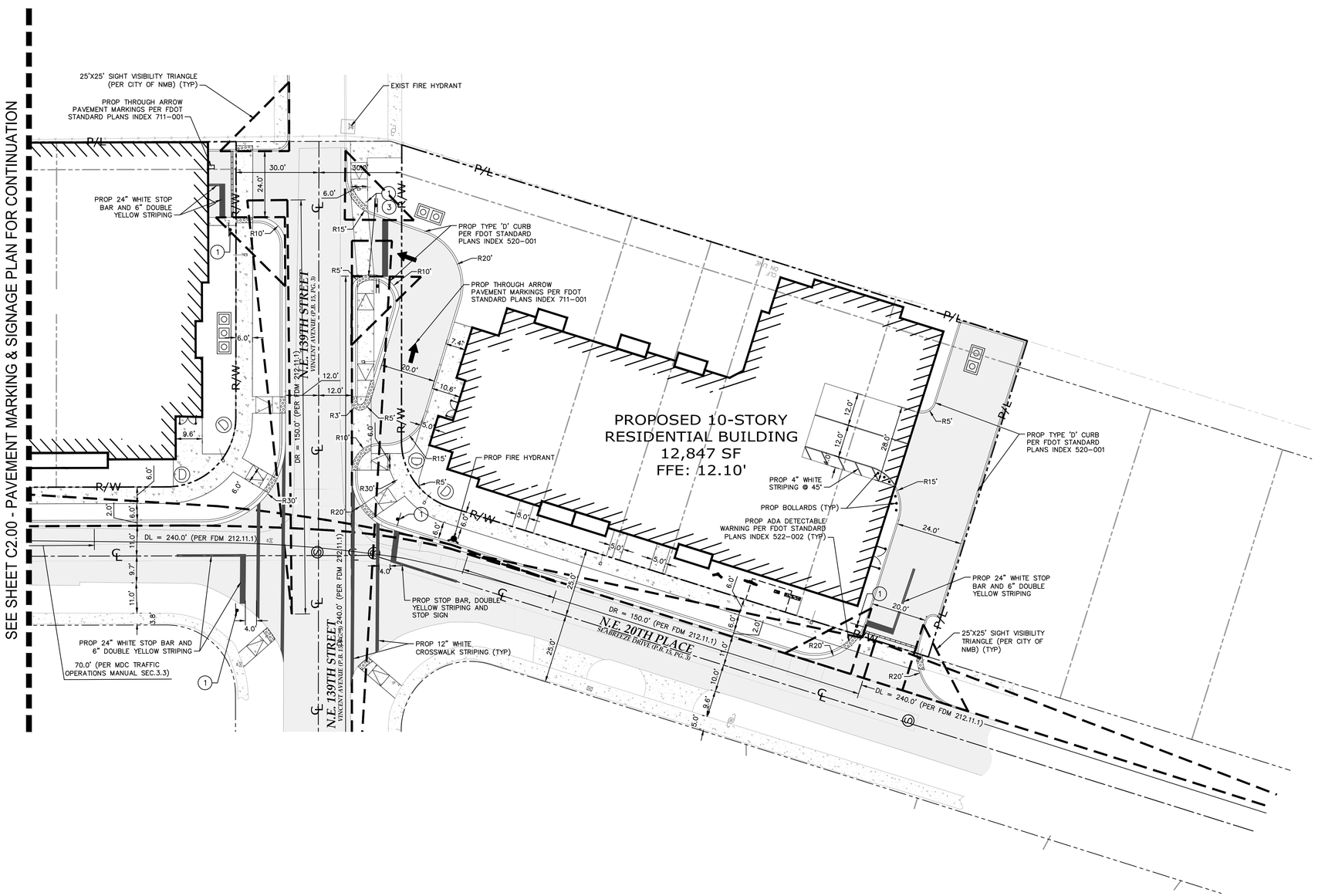
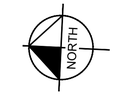
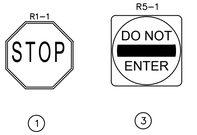




GRAPHIC SCALE IN FEET
0 10 20 40

LEGEND

- PROPERTY LINE/RIGHT-OF-WAY
- CENTER LINE OF ROAD
- PROP SIGN
- PROP BUILDING
- PROP TYPE 'F' CURB & GUTTER
- PROP TYPE 'D' CURB
- PROP VALLEY GUTTER
- PROP CONCRETE SIDEWALK
- ASPHALT PAVEMENT (FOR REFERENCE ONLY, SEE PAVING AND GRADING PLANS)



NOTES

1. CONTRACTOR SHALL REPLACE ALL STRIPING REMOVED AND/OR DAMAGED DURING CONSTRUCTION ALONG THE ROAD ABUTTING THE PROPERTY PER APPLICABLE COUNTY, AND/OR STATE STANDARDS.
2. CONTRACTOR SHALL VERIFY THAT ALL PROPOSED ADA ITEMS WITHIN PROJECT LIMITS (I.E., ROUTES, PARKING, STRIPING, SIGNAGE, ETC.) MEET THE MINIMUM REQUIREMENTS AND SHALL ADJUST ACCORDINGLY, BEFORE THE PROJECT CAN BE DEEMED CERTIFIED AND COMPLETE.
3. ALL CURB RAMPS AND DETECTABLE WARNINGS TO BE INSTALLED IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 522-002 (LATEST EDITION).
4. ALL SIGNS TO BE INSTALLED PER FDOT STANDARD INDEX 700-010 (LATEST EDITION), AND AS SHOWN ON THE PLANS UNLESS OTHERWISE NOTED. ALL SIGNS TO BE INSTALLED PER FDOT STANDARD INDEX 700-010 (LATEST EDITION), AND AS SHOWN ON THE PLANS UNLESS OTHERWISE NOTED.
5. ALL PAVEMENT SYMBOLS AND MARKINGS SHALL BE THERMOPLASTIC PAVEMENT MARKINGS UNLESS OTHERWISE NOTED. INSTALLATION AND MATERIALS SHALL MEET ALL REQUIREMENTS OF FDOT STANDARD INDEXES 706-001 AND 711-002 (LATEST EDITION).
6. PAINTED PAVEMENT MARKINGS, INSTALLATION AND MATERIALS SHALL MEET ALL REQUIREMENTS OF SECTION 706-001 AND 711-002 SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE FOLLOWING:
   A. APPLY TWO COATS OF VOC COMPLIANT, LOCAL DOT APPROVED, UNDILUTED SOLVENT BASED OR LATEX TRAFFIC PAINT.
   B. FOLLOW MANUFACTURES RECOMMENDED APPLICATION RATE, WITHOUT THE ADDITION OF A THINNER, WITH A MAXIMUM OF 100 SF PER GALLON, OR AS REQUIRED, PROVIDING MINIMUM 25 MILS WET FILM THICKNESS AND 7.5 MILES DRY FILM THICKNESS PER COAT WITH MINIMUM OF 30 DAYS BETWEEN APPLICATIONS.
   C. SECOND COAT OF PAINT SHALL NOT BE APPLIED EARLIER THAN 7 DAYS PRIOR TO GRAND OPENING.
   D. PAINT SHALL BE CRISP, STRAIGHT, AND APPLIED UNIFORMLY ACROSS THE WIDTH OF THE LINE FOR A TOTAL DRY FILM THICKNESS OF 15 MILS.
7. CONTRACTOR SHALL NOT ALLOW TRAFFIC ONTO NEWLY APPLIED PAVEMENT STRIPING/ MARKINGS UNTIL THEY ARE SUFFICIENTLY DRY TO PERMIT VEHICLES TO CROSS THEM WITHOUT DAMAGE. THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REMOVE AND REPLACE ANY PORTION OF THE PAVEMENT STRIPING/MARKINGS DAMAGED BY PASSING TRAFFIC OR ANY OTHER CAUSE.
8. SIGNS SHALL BE IN ACCORDANCE WITH SECTION NO. 700, HIGHWAY SIGNING, OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
9. TRAFFIC SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE U.S. DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), PART II, AND IN THE LOCATIONS SHOWN ON PLANS.
10. PARKING STALL MARKINGS DEPICTED ON PLAN ARE FOR GRAPHICAL PURPOSES ONLY.
11. INSTALL YELLOW REFLECTIVE PAINT ON ALL MEDIAN NOSES PER MIAMI-DADE COUNTY TRAFFIC ENGINEERING DIVISION STANDARDS.
12. EXISTING MARKING SHALL BE REMOVED BY WATER BLASTING OR SAND BLASTING ONLY.
13. CONTRACTOR TO COORDINATE WITH ARCHITECT PRIOR TO ALL PEDESTRIAN LIGHTS INSTALLATION.

GEORGE BALABAN, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 74543

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY GEORGE BALABAN, P.E. ON THE DATE INDICATED HERE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE AND OBTAINING ALL NECESSARY PERMITS.

ALL ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON THE NGVD29 DATUM.

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
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No.	REVISIONS	DATE	BY

Kimley»Horn
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8201 PETERS ROAD, SUITE 2200, PLANTATION, FL 33324
PHONE: 954-535-5100 FAX: 954-739-2247
WWW.KIMLEY-HORN.COM REGISTRY No. 696

GEORGE BALABAN LICENSE No 74543 STATE OF FLORIDA PROFESSIONAL ENGINEER

KHA PROJECT	143302002
DATE	FEB 2025
SCALE	AS SHOWN
DESIGNED BY	AB
DRAWN BY	AB
CHECKED BY	GB

PAVEMENT MARKING & SIGNAGE PLAN

ARCH CREEK
PREPARED FOR
ARCH CREEK EQUITIES, LLC

CITY OF NORTH MIAMI BEACH FL

SHEET NUMBER
C2.01

Plotted By:Balaban, Alex Street Set:ARCH CREEK Layout:C2.01 PAVEMENT MARKING & SIGNAGE PLAN May 06, 2025 04:06:42pm K:\Mia_civil\143_Jobs\143302002 arch equities sp entitlement\Design\CADD\plansheets\C2.00 PAVEMENT MARKING & SIGNAGE PLAN.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Appendix B

Methodology Correspondence

THE CORRADINO GROUP, INC.

CORRADINO

ENGINEERS · PLANNERS · PROGRAM MANAGERS · ENVIRONMENTAL SCIENTISTS

date: February 28, 2025

to: Daniel Lozandier, Senior Planner, City of North Miami Beach

from: Eric Czerniejewski, P.E.

subject: Arch Creek Multifamily Development Traffic Engineering Review

MEMORANDUM

The Corradino Group, Inc (Corradino) has been requested to review the Traffic Impact Study for the Arch Creek Multifamily development located along the east side of NE 20th Place from NE 140th Street to south of NE 139th Street in North Miami Beach, Florida. The following are the initial traffic review comments based on the 02/11/25 initial submittal:

1. A traffic impact study per the approved traffic statement methodology needs to be submitted for review and approval.

2. Please update the buildout year in the Capacity Analysis narrative section of the traffic impact study methodology which is listed as 2024.

3. Please collect the new manual turning movement counts during a normal weekday while school is in session.

4. Please add the following intersections to analyze in the Study Area section. Please include these intersections in the list of locations to collect the new AM and PM manual turning movement counts.
   - US-1/Biscayne Boulevard and NE 143rd Street (signalized)
   - US-1/Biscayne Boulevard and NE 135th Street (signalized)

   Please expand and update the study intersections on the proposed Location Map figure.

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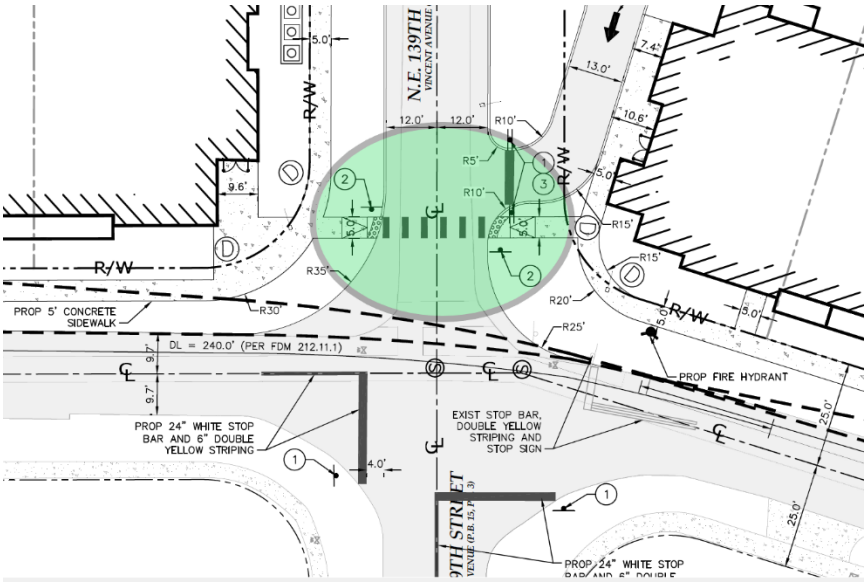
FAX 305.594.0755
WWW.CORRADINO.COM

5. Please provide any comments from the Miami-Dade Department of Transportation and Public Works (DTPW). This should include approval of the proposed midblock crosswalk on NE 139th Street just east of the NE 139th Street and N.E. 20th Place intersection. Please confirm if the intersection of NE 139th Street and N.E. 20th Place intersection will be an All-Way Stop controlled intersection.



6. Please confirm if valet parking will be provided for the proposed residential use and provide a valet parking analysis if it is going to be provided.

7. Please add Raising Canes to the list of approved but unbuilt development projects in the Major Committed Development methodology section. Please include the committed trips for the Raising Canes development project along with the remaining development of the Sole Mia project to the traffic impact study.

8. Please provide a road segment link analysis for US-1/Biscayne Boulevard between NE 135th Street and NE 143rd Street. This should include an evaluation of Policy 1.1.2 and 1.1.3 of the Transportation Element of the North Miami Beach Comprehensive Plan.

9. Please provide a section in the methodology memo requiring a turn lane analysis for each proposed ingress/egress driveway connection. Please confirm if there will need to be dedicated left and right turn lanes into each driveway connection.

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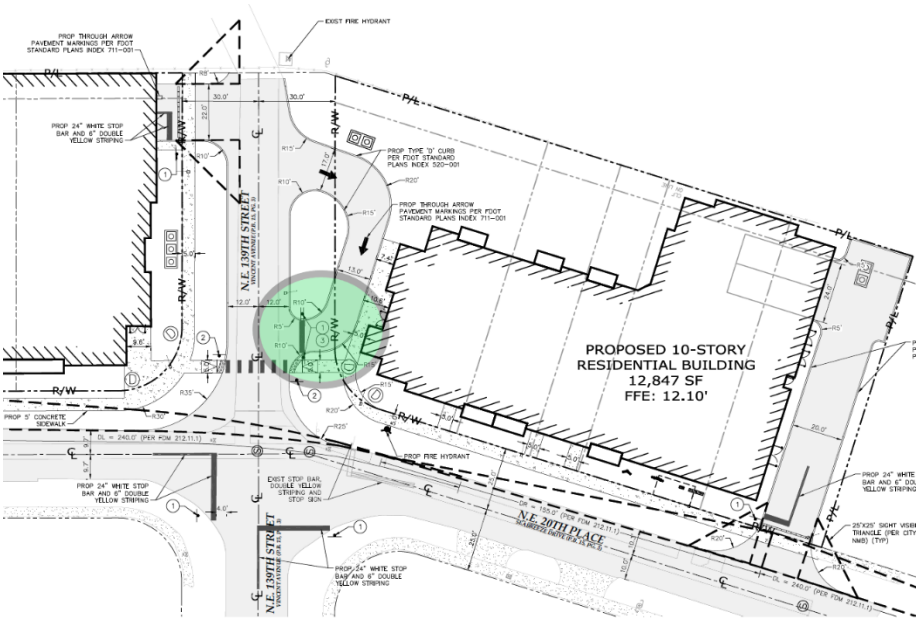
10. Please provide a multimodal section/narrative in the traffic impact study. This section should describe the proposed bicycle, pedestrian, and transit infrastructure and TDM measures being proposed and that exist on the nearby/adjacent road network. The study should provide a figure depicting all of the proposed multimodal infrastructure as part of the overall planned development.

11. Please provide a narrative section in the traffic study that describes the roadway characteristics of the adjacent roadway network. This should include the roadway ownership, number of lanes, speed limit, multimodal facilities, and other pertinent information.

12. Please provide a copy of the Fire approval from Miami-Dade Fire Rescue for the proposed emergency vehicle access plan and route for the proposed development.

13. Please include the sight visibility triangles on the site plan at each of the driveway connections. The sight triangles should also be depicted on the pavement marking and signage plans. The sight visibility triangles should be depicted consistently across all plan sheets. They are currently not shown on the landscape plans.

14. Please consider revising the drop-off loop road south of NE 139th Street to reverse the one-way direction so that the egress location is closer to the north parcel ingress/egress location. The current design has the egress just east of the NE 139th Street and North 20th Place intersection.



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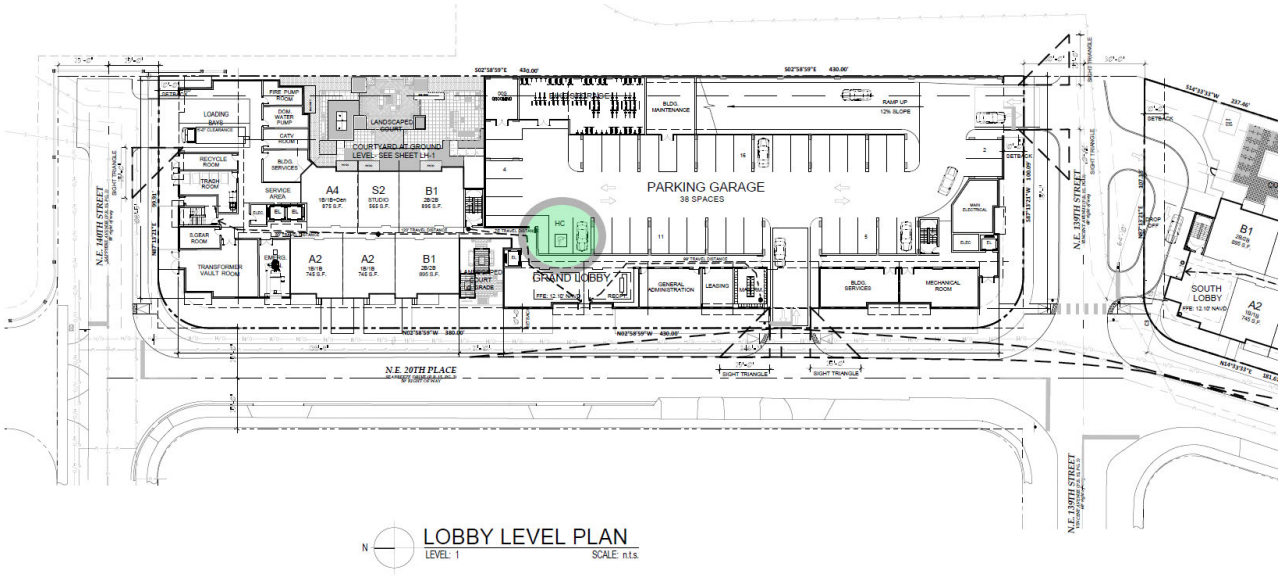
15. Please ensure that the handicap parking spaces are oriented appropriately on all plan sheets per the Miami Dade County and North Miami Beach handicap accessible parking space details and criteria. This comment applies to all ADA spaces on all parking garage levels. The standard parking space dimensions should be a minimum of 9' wide x 18' long per Section 24-93 of the Code of Ordinances. The handicap parking space dimensions should be a minimum of 12' wide x 20' long per Section 24-93 of the Code of Ordinances.



16. Please provide a vehicle maneuverability analysis for the proposed site loading zone/areas using Transoft Solutions' AutoTURN software. A technical memorandum needs to document deficiencies related to maneuverability, traffic flow, and vehicular conflicts. This should include the loading zone movements and internal parking garage traffic circulation.

17. There may be future traffic engineering review comments for this application based on any significant revisions to the applicant's redevelopment program in subsequent resubmittals.

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Kimley»Horn

MEMORANDUM

To: Zafar Ahmed
City of North Miami Beach

From: Adrian K. Dabkowski, P.E., PTOE

Date: February 5, 2025

Subject: Arch Creek | NAI Development
Updated Traffic Study Methodology

The purpose of this memorandum is to summarize the traffic study methodology for the proposed redevelopment located along the east side of NE 20th Place from NE 140th Street to south of NE 139th Street in North Miami Beach, Florida. Currently, the site proposed for redevelopment is occupied one (1) single family home and 31 low-rise residential units. The proposed redevelopment consists of 293 mid-rise residential units. A project location map and conceptual site plan are provided in Attachment A.

Note that a traffic study methodology for the project was previous approved on November 9, 2021. The previous approved methodology is attached in Attachment B. The following sections consist of the same study area previously approved with updated trip generation calculations based on the latest site plan and the latest trip generation rates and equations.

TRIP GENERATION

Trip generation calculations for the existing development and the proposed redevelopment were performed using the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 11th Edition. The trip generation for the existing land uses was determined using ITE Land Use Code (LUC) 210 (Single-Family Detached Housing) and LUC 220 (Multifamily Housing [Low-Rise]). The trip generation for the proposed land use was determined using ITE LUC 221 (Multifamily Housing [Mid-Rise]).

A multimodal (public transit, bicycle, and pedestrian) factor based on US Census *Means of Transportation to Work* data was reviewed for the census tract in which the redevelopment is located. A multimodal factor of 13.6 percent (13.6%) was determined for the proposed redevelopment. It is expected that a portion of residents and guests will choose to walk, bike, or use public transit to and from the proposed redevelopment. Transit route information will be documented in the report.

The project is expected to generate 90 net new weekday A.M. peak hour vehicular trips and 84 net new weekday P.M. peak hour vehicular trips. The updated trip generation calculations may be revised based on revisions to the redevelopment program or site plan modifications. Detailed trip generation calculations and US Census *Means of Transportation to Work* data are included in Attachment C.

STUDY AREA

Based on the proposed redevelopment plan, the following intersections in addition to the project driveways are proposed to be analyzed:

- US-1/Biscayne Boulevard and Target Driveway
- US-1/Biscayne Boulevard and NE 140th Street
- US-1/Biscayne Boulevard and Highlands Drive/NE 139th Street

Methodology

- NE 20th Place and NE 140th Street
- NE 20th Place/Seabreeze Drive and NE 139th Street
- NE 20th Place/Seabreeze Drive and Highland Drive

DATA COLLECTION

Turning movement counts will be collected at all identified study intersections on a typical weekday (Tuesday, Wednesday, or Thursday) during the A.M. (7:00 A.M. to 9:00 A.M.) and P.M. (4:00 P.M. to 6:00 P.M.) peak period. All traffic counts will be adjusted to peak season conditions using the appropriate FDOT peak season category factors. Turning movement counts will be collected in 15-minute intervals during the two (2) peak periods. Turning movement counts will also include pedestrians and bicyclists.

Furthermore, to account for atypical conditions due to the COVID-19 pandemic, collected traffic counts will be compared to counts collected along Biscayne Boulevard in 2018. The collected turning movement counts will be factored based on the factor determined from the previously collected counts.

Signal timing information will be obtained from Miami-Dade County Department of Transportation and Public Works – Traffic Signals and Signs Division. All traffic data collected will be provided in the Appendix of the traffic analysis report.

TRIP DISTRIBUTION

Trip distribution will be determined based on turning movements counts collected at the study area intersections and on an interpolated cardinal trip distribution for the project site's traffic analysis zones (TAZs) obtained from the Miami-Dade Transportation Planning Organization's (TPO) *2045 Cost Feasible Plan* travel demand model 2015 and 2045 data. The trip distribution for the anticipated build-out year of 2024 was interpolated from the 2015 and 2045 data. The project is located within TAZ 188 and TAZ 190. The detailed cardinal distribution is provided in Attachment C.

BACKGROUND GROWTH RATE/MAJOR COMMITTED DEVELOPMENT

A background growth rate will be calculated based on historic growth trends at nearby FDOT traffic count stations. Additionally, growth rates based on the Florida Standard Urban Transportation Model Structure (FSUTMS) Southeast Regional Planning Model (SERPM) projected 2015 and 2045 model network volumes will be examined. The higher of the two (2) growth rates will be used in the analysis. Documentation will be provided in the Appendix of the traffic impact study.

The City's review of this document will determine any committed projects to include in background conditions. The City will provide the corresponding approved traffic study for any committed projects identified. Initially, the following committed projects have been identified.

- Sole Mia

CAPACITY ANALYSIS

Capacity analyses will be conducted for the A.M. and P.M. peak hours at the study intersections. Intersection analyses will be performed using *Synchro* traffic engineering analysis software which applies the Transportation Research Board's (TRB's), *Highway Capacity Manual* (HCM) 7th and 2000 Edition methodologies. Capacity analyses will be conducted for three (3) scenarios: existing, future build-out without project (future background conditions), and future build-out with project (future total

Methodology

conditions). If intersection capacity deficiencies created by the redevelopment are identified, strategies may be developed to attain adopted levels of service. A build-out year of 2024 will be used in the analysis.

The following figures will be included for the study intersections:

- Existing conditions
- Future background traffic conditions (with growth rate and committed development traffic)
- Trip distribution
- Trip assignment
- Future total traffic conditions (with project)

TURN LANE QUEUING ANALYSIS

A 95th percentile queuing analysis will be prepared for study area intersection turn lanes with project traffic assigned to them. The queuing analysis will be conducted for three (3) scenarios: existing, future build-out without project (future background conditions), and future build-out with project (future total conditions). If turn lane queues exceed capacity as a result of the redevelopment, strategies may be developed to provide mitigation.

GARAGE ENTRY GATE OPERATIONS ANALYSIS

A 95th percentile entry gate analysis will be prepared for parking garage entry points, if entry gates are provided. The entry gate queuing analysis will be prepared for the weekday A.M. and P.M. peak hours. Entry gate queuing analysis will be conducted consistent with the procedures outlined in ITE's *Transportation and Land Development*, 1988 and/or *Parking Structures – Planning, Design, Construction, Maintenance, and Repair*, 2000 and 2011. The purpose of this analysis is to determine any future queue storage deficiencies at the entry gates and provide preliminary recommendations for mitigating these deficiencies.

DOCUMENTATION

The results of the traffic analysis will be summarized in a report. The report will include supporting documents including signal timings, lane geometry, and software output sheets. The report will also include text and graphics necessary to summarize the assumptions and analysis.

K:\FTL_TPTO\143302000-NAI NMB\correspondence\Arch Creek NAI Traffic Study Methodology Update.docx

Attachments have been removed to avoid duplicate information

Methodology

Appendix C

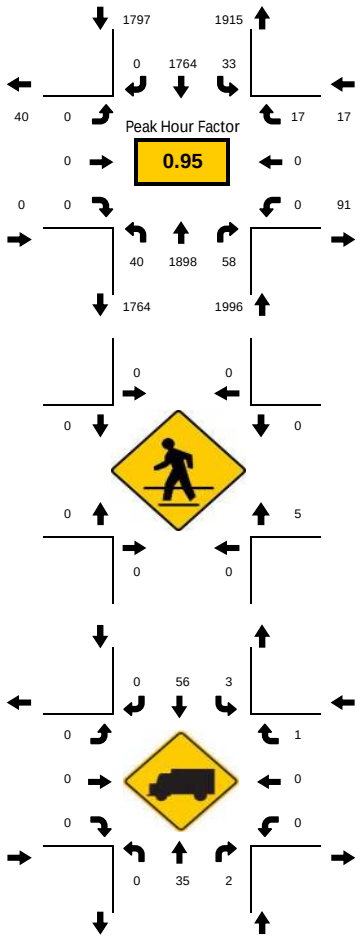
Traffic Data

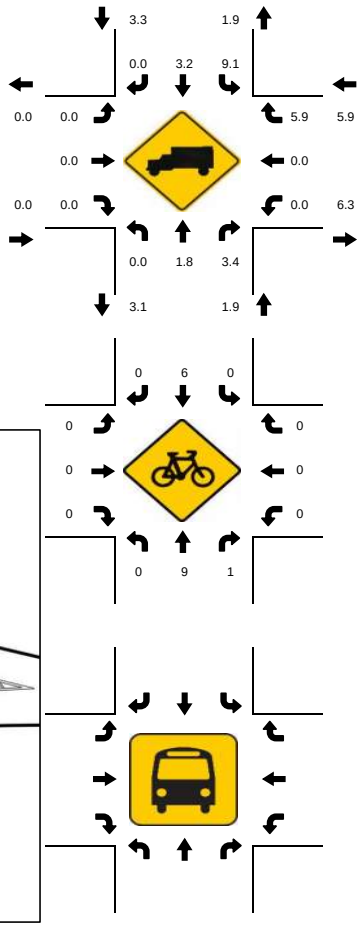
Turning Movement Counts

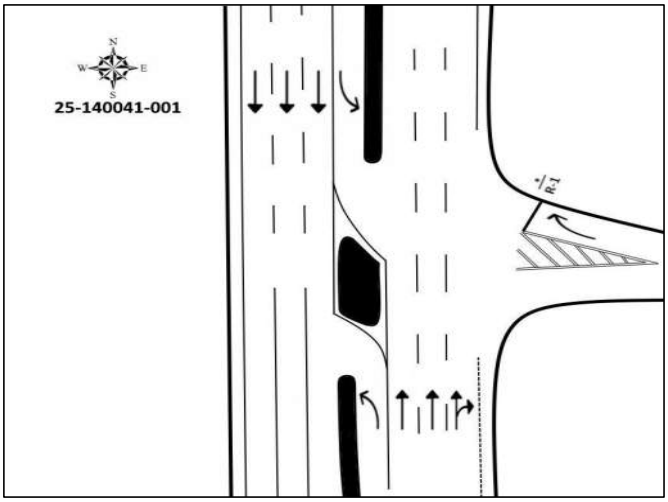
LOCATION: US 1/Biscayne Blvd & Target Dwy
CITY/STATE: North Miami Beach, FL

PROJECT ID: 25-140041-001
DATE: Thu, Feb 06, 2025

Peak-Hour: 08:00 AM - 09:00 AM
Peak 15-Minute: 08:30 AM - 08:45 AM





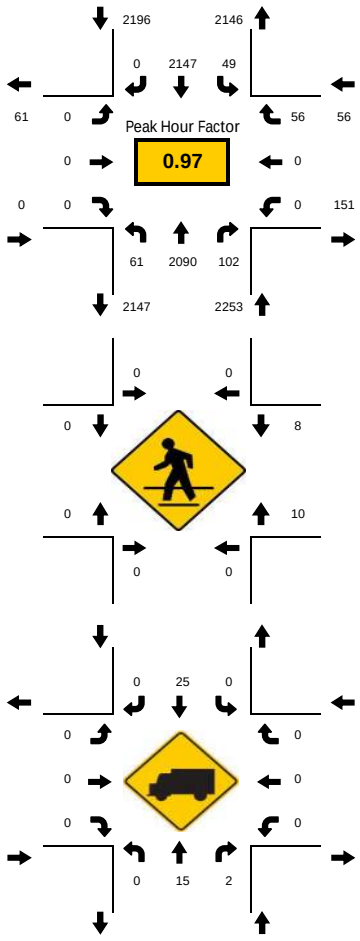


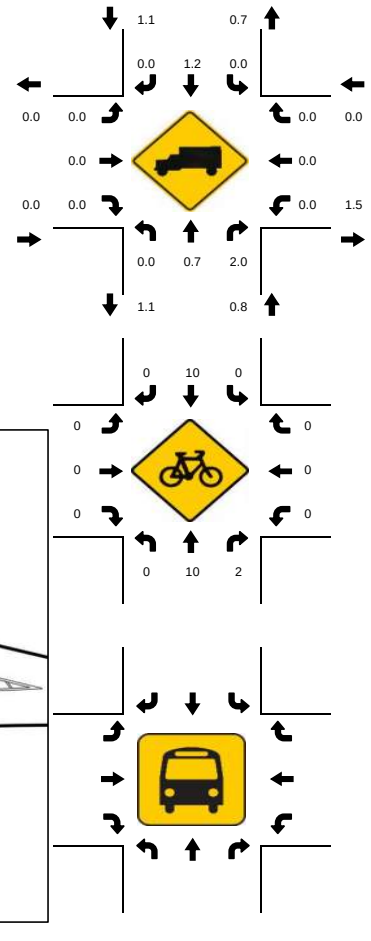
15-Min Count Period Beginning At	US 1/Biscayne Blvd Northbound					US 1/Biscayne Blvd Southbound					Target Dwy Eastbound					Target Dwy Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
7:00 AM	0	365	7	4		2	337	0	4		0	0	0	0		0	0	1	0		720	3428
7:15 AM	0	400	5	8		2	523	0	3		0	0	0	0		0	0	1	0		942	3587
7:30 AM	0	398	6	8		4	434	0	5		0	0	0	0		0	0	0	0		855	3630
7:45 AM	0	415	4	7		6	470	0	8		0	0	0	0		0	0	1	0		911	3779
8:00 AM	0	443	9	9		5	406	0	2		0	0	0	0		0	0	5	0		879	3810
8:15 AM	0	468	18	6		3	485	0	2		0	0	0	0		0	0	3	0		985	2931
8:30 AM	0	510	15	10		8	452	0	4		0	0	0	0		0	0	5	0		1004	1946
8:45 AM	0	477	16	15		5	421	0	4		0	0	0	0		0	0	4	0		942	942
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**						
	Left	**Thru**	**Rgt**	**U**	**R***	**Left**	**Thru**	**Rgt**	**U**	**R***	**Left**	**Thru**	**Rgt**	**U**	**R***	**Left**	**Thru**	**Rgt**	**U**	**R***	**Total**	
All Vehicles	0	2040	72	60		32	1940	0	16		0	0	0	0		0	0	20	0		**4180**	
Heavy Trucks	0	56	8	0		4	80	0	0		0	0	0	0		0	0	4	0		**152**	
Pedestrians		0					0					0					8				**8**	
Bicycles	0	20	4	0		0	12	0	0		0	0	0	0		0	0	0	0		**36**	
Buses																						
Stopped Buses																						

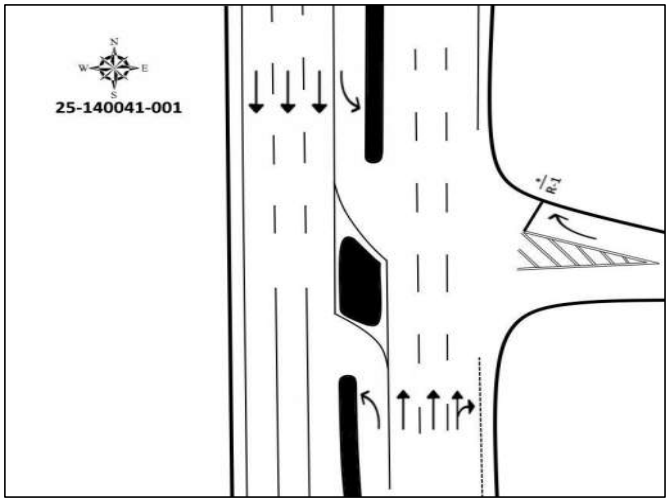
LOCATION: US 1/Biscayne Blvd & Target Dwy
CITY/STATE: North Miami Beach, FL

PROJECT ID: 25-140041-001
DATE: Thu, Feb 06, 2025

Peak-Hour: 05:00 PM - 06:00 PM
Peak 15-Minute: 05:30 PM - 05:45 PM





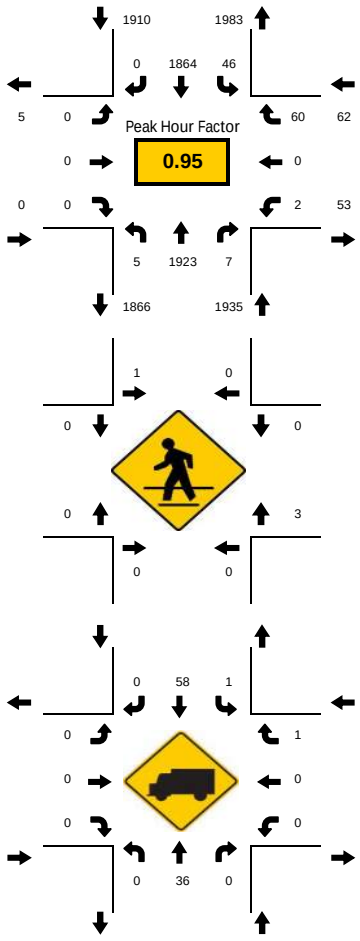


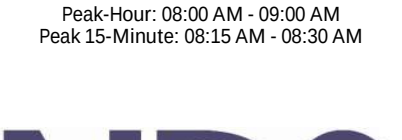
15-Min Count Period Beginning At	US 1/Biscayne Blvd Northbound					US 1/Biscayne Blvd Southbound					Target Dwy Eastbound					Target Dwy Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
4:00 PM	0	434	30	13		14	462	0	1		0	0	0	0		0	0	21	0		975	4200
4:15 PM	0	496	34	12		10	495	0	5		0	0	0	0		0	0	15	0		1067	4381
4:30 PM	0	500	25	11		13	518	0	4		0	0	0	0		0	0	17	0		1088	4406
4:45 PM	0	457	29	14		7	543	0	3		0	0	0	0		0	0	17	0		1070	4477
5:00 PM	0	555	24	19		4	536	0	7		0	0	0	0		0	0	11	0		1156	4505
5:15 PM	0	479	27	9		11	549	0	5		0	0	0	0		0	0	12	0		1092	3349
5:30 PM	0	528	24	22		10	552	0	1		0	0	0	0		0	0	22	0		1159	2257
5:45 PM	0	528	27	11		9	510	0	2		0	0	0	0		0	0	11	0		1098	1098
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**						
	Left	**Thru**	**Rgt**	**U**	**R***	**Left**	**Thru**	**Rgt**	**U**	**R***	**Left**	**Thru**	**Rgt**	**U**	**R***	**Left**	**Thru**	**Rgt**	**U**	**R***	**Total**	
All Vehicles	0	2220	108	88		44	2208	0	28		0	0	0	0		0	0	88	0		**4784**	
Heavy Trucks	0	24	4	0		0	32	0	0		0	0	0	0		0	0	0	0		**60**	
Pedestrians		0					0					0					32				**32**	
Bicycles	0	16	8	0		0	20	0	0		0	0	0	0		0	0	0	0		**44**	
Buses																						
Stopped Buses																						

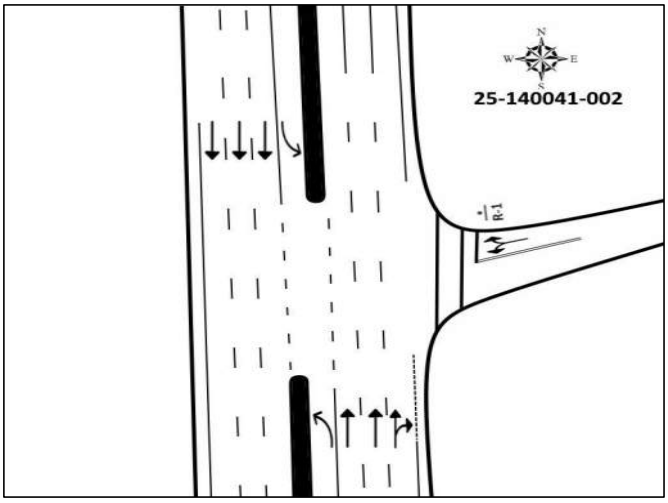
LOCATION: US 1/Biscayne Blvd & NE 140th St
CITY/STATE: North Miami Beach, FL

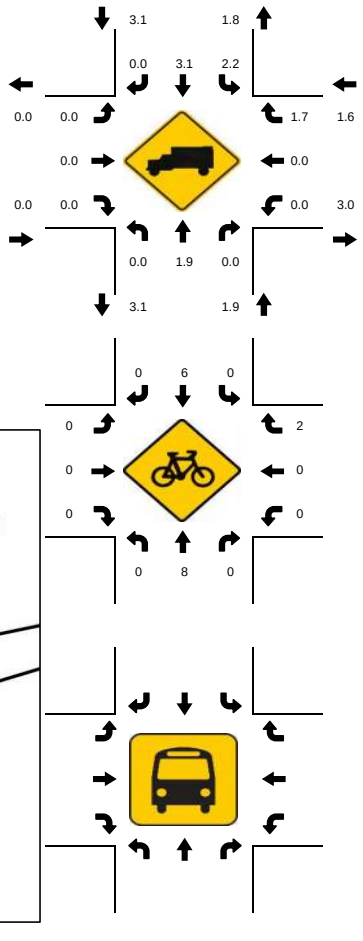
PROJECT ID: 25-140041-002
DATE: Thu, Feb 06, 2025

Peak-Hour: 08:00 AM - 09:00 AM
Peak 15-Minute: 08:15 AM - 08:30 AM







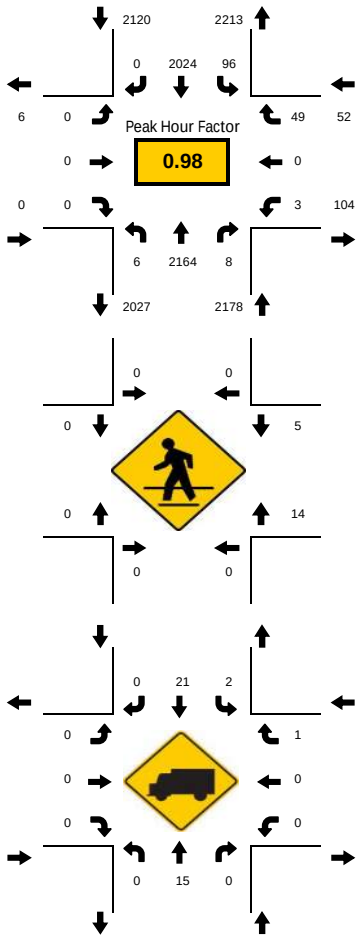


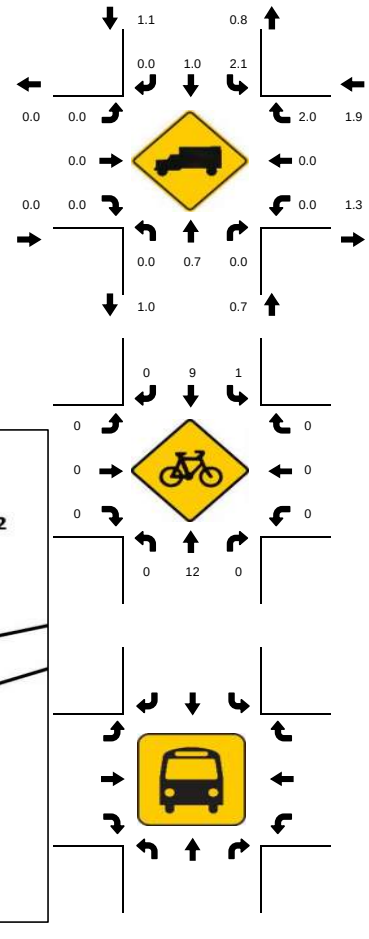
15-Min Count Period Beginning At	US 1/Biscayne Blvd Northbound					US 1/Biscayne Blvd Southbound					NE 140th St Eastbound					NE 140th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
7:00 AM	0	356	0	0		6	348	0	8		0	0	0	0		1	0	20	0		739	3493
7:15 AM	0	383	0	0		10	537	0	1		0	0	0	0		1	0	20	0		952	3671
7:30 AM	0	401	1	1		7	449	0	6		0	0	0	0		2	0	16	0		883	3748
7:45 AM	0	397	2	0		6	495	0	4		0	0	0	0		1	0	14	0		919	3858
8:00 AM	0	453	1	1		5	430	0	5		0	0	0	0		2	0	20	0		917	3907
8:15 AM	0	476	2	3		8	520	0	6		0	0	0	0		0	0	14	0		1029	2990
8:30 AM	0	491	0	1		6	472	0	5		0	0	0	0		0	0	18	0		993	1961
8:45 AM	0	503	4	0		7	442	0	4		0	0	0	0		0	0	8	0		968	968
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**						
	Left	**Thru**	**Rgt**	**U**	**R***	**Left**	**Thru**	**Rgt**	**U**	**R***	**Left**	**Thru**	**Rgt**	**U**	**R***	**Left**	**Thru**	**Rgt**	**U**	**R***	**Total**	
All Vehicles	0	2012	16	12		32	2080	0	24		0	0	0	0		8	0	80	0		**4264**	
Heavy Trucks	0	56	0	0		4	80	0	0		0	0	0	0		0	0	4	0		**144**	
Pedestrians		0					4					0					8				**12**	
Bicycles	0	20	0	0		0	12	0	0		0	0	0	0		0	0	8	0		**40**	
Buses																						
Stopped Buses																						

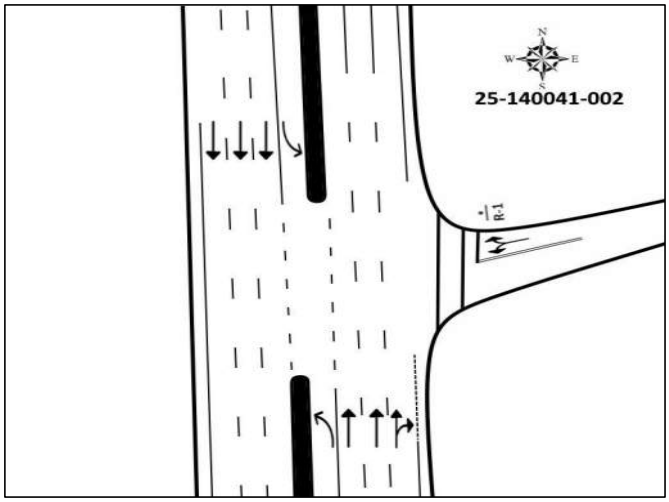
LOCATION: US 1/Biscayne Blvd & NE 140th St
CITY/STATE: North Miami Beach, FL

PROJECT ID: 25-140041-002
DATE: Thu, Feb 06, 2025

Peak-Hour: 05:00 PM - 06:00 PM
Peak 15-Minute: 05:00 PM - 05:15 PM







15-Min Count Period Beginning At	US 1/Biscayne Blvd Northbound					US 1/Biscayne Blvd Southbound					NE 140th St Eastbound					NE 140th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
4:00 PM	0	467	3	2		5	466	0	6		0	0	0	0		1	0	7	0		957	4078
4:15 PM	0	524	0	1		5	492	0	6		0	0	0	0		1	0	9	0		1038	4236
4:30 PM	0	525	2	1		6	498	0	7		0	0	0	0		1	0	12	0		1052	4251
4:45 PM	0	494	1	2		9	513	0	4		0	0	0	0		1	0	7	0		1031	4302
5:00 PM	0	568	3	2		15	509	0	5		0	0	0	0		1	0	12	0		1115	4350
5:15 PM	0	511	3	0		15	508	0	5		0	0	0	0		0	0	11	0		1053	3235
5:30 PM	0	540	1	2		26	511	0	8		0	0	0	0		1	0	14	0		1103	2182
5:45 PM	0	545	1	2		12	496	0	10		0	0	0	0		1	0	12	0		1079	1079
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**						
	Left	**Thru**	**Rgt**	**U**	**R***	**Left**	**Thru**	**Rgt**	**U**	**R***	**Left**	**Thru**	**Rgt**	**U**	**R***	**Left**	**Thru**	**Rgt**	**U**	**R***	**Total**	
All Vehicles	0	2272	12	8		104	2044	0	40		0	0	0	0		4	0	56	0		**4540**	
Heavy Trucks	0	24	0	0		4	32	0	4		0	0	0	0		0	0	4	0		**64**	
Pedestrians		0					0					0					32				**32**	
Bicycles	0	20	0	0		4	16	0	0		0	0	0	0		0	0	0	0		**40**	
Buses																						
Stopped Buses																						

National Data & Surveying Services

Intersection Turning Movement Count

Location: US 1/Biscayne Blvd & Highland Dr/NE 139th St
City: North Miami Beach
Control: Signalized

Project ID: 25-140041-003
Date: 2/6/2025

Data - Total

NS/EW Streets:	US 1/Biscayne Blvd					US 1/Biscayne Blvd					Highland Dr/NE 139th St				Highland Dr/NE 139th St					
AM	NORTHBOUND					SOUTHBOUND					EASTBOUND				WESTBOUND				WESTBOUND2	
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	NL	NT	NR	NU	NR2	SL	ST	SR	SU	SL2	EL	ET	ER	EU	WL	WT	WR	WU	W2L2	W2R2	TOTAL
7:00 AM	0	340	6	0	3	5	356	0	6	0	0	0	0	0	28	0	4	0	0	5	753
7:15 AM	0	365	10	0	1	3	514	0	3	0	0	0	0	0	26	0	12	0	0	4	938
7:30 AM	0	381	9	0	1	7	444	0	5	1	0	0	0	0	22	0	8	0	0	4	882
7:45 AM	0	378	5	0	1	8	486	0	5	1	0	0	0	0	26	0	9	0	0	7	926
8:00 AM	0	441	5	0	0	4	430	0	7	0	0	0	0	0	30	0	13	0	0	2	932
8:15 AM	0	447	12	0	1	4	500	0	13	0	0	0	0	0	25	0	13	0	0	3	1018
8:30 AM	0	465	7	0	0	6	462	0	10	1	0	0	0	0	19	0	10	0	0	1	981
8:45 AM	0	488	5	0	0	10	423	0	5	0	0	0	0	0	14	0	7	0	0	1	953
	NL	NT	NR	NU	NR2	SL	ST	SR	SU	SL2	EL	ET	ER	EU	WL	WT	WR	WU	W2L2	W2R2	TOTAL
TOTAL VOLUMES :	0	3305	59	0	7	47	3615	0	54	3	0	0	0	0	190	0	76	0	0	27	7383
APPROACH %'s :	0.00%	98.04%	1.75%	0.00%	0.21%	1.26%	97.20%	0.00%	1.45%	0.08%					71.43%	0.00%	28.57%	0.00%	0.00%	100.00%	
PEAK HR :	08:00 AM - 09:00 AM																				TOTAL
PEAK HR VOL :	0	1841	29	0	1	24	1815	0	35	1	0	0	0	0	88	0	43	0	0	7	3884
PEAK HR FACTOR :	0.000	0.943	0.604	0.000	0.250	0.600	0.908	0.000	0.673	0.250	0.000	0.000	0.000	0.000	0.733	0.000	0.827	0.000	0.000	0.583	0.954
			0.949					0.907									0.762				

PM	NORTHBOUND					SOUTHBOUND					EASTBOUND				WESTBOUND				WESTBOUND2	
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	NL	NT	NR	NU	NR2	SL	ST	SR	SU	SL2	EL	ET	ER	EU	WL	WT	WR	WU	W2L2	W2R2	TOTAL
4:00 PM	0	450	18	0	0	6	442	0	10	2	0	0	0	0	24	0	6	0	0	0	958
4:15 PM	0	508	21	0	2	11	481	0	8	1	0	0	0	0	12	0	10	0	0	0	1054
4:30 PM	0	517	18	0	2	18	474	0	8	2	0	0	0	0	19	0	9	0	0	1	1068
4:45 PM	0	479	23	0	4	17	484	0	8	2	0	0	0	0	17	0	4	0	0	1	1039
5:00 PM	0	553	26	0	4	7	503	0	5	2	0	0	0	0	14	0	11	0	0	2	1127
5:15 PM	0	499	22	0	2	7	469	0	5	2	0	0	0	0	16	0	10	0	0	6	1038
5:30 PM	0	509	22	0	4	17	514	0	7	1	0	0	0	0	20	0	15	0	0	5	1114
5:45 PM	0	528	16	0	2	19	461	0	8	0	0	0	0	0	26	0	9	0	0	4	1073
	NL	NT	NR	NU	NR2	SL	ST	SR	SU	SL2	EL	ET	ER	EU	WL	WT	WR	WU	W2L2	W2R2	TOTAL
TOTAL VOLUMES :	0	4043	166	0	20	102	3828	0	59	12	0	0	0	0	148	0	74	0	0	19	8471
APPROACH %'s :	0.00%	95.60%	3.93%	0.00%	0.47%	2.55%	95.68%	0.00%	1.47%	0.30%					66.67%	0.00%	33.33%	0.00%	0.00%	100.00%	
PEAK HR :	05:00 PM - 06:00 PM																				TOTAL
PEAK HR VOL :	0	2089	86	0	12	50	1947	0	25	5	0	0	0	0	76	0	45	0	0	17	4352
PEAK HR FACTOR :	0.000	0.944	0.827	0.000	0.750	0.658	0.947	0.000	0.781	0.625	0.000	0.000	0.000	0.000	0.731	0.000	0.750	0.000	0.000	0.708	0.965
			0.938					0.940									0.864				

Explanation for extra leg movements

Movements entering the extra leg

NR2 Movements coming from NB on US 1/Biscayne Blvd entering into the Extra Leg (NE 139th St)
SL2 Movements coming from SB on US 1/Biscayne Blvd entering into the Extra Leg (NE 139th St)

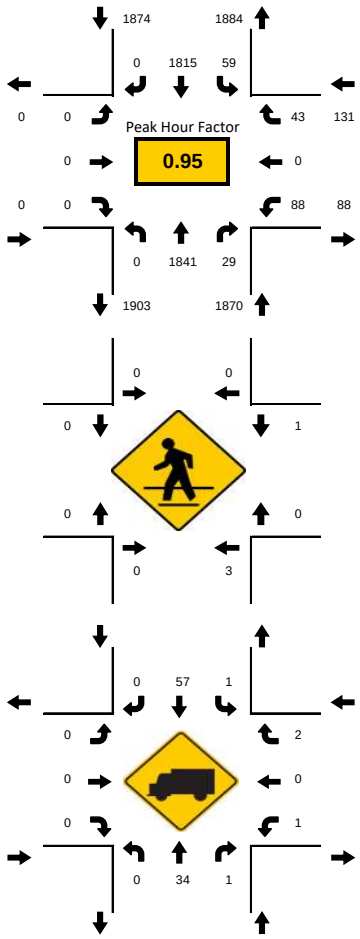
Movements exiting the extra leg

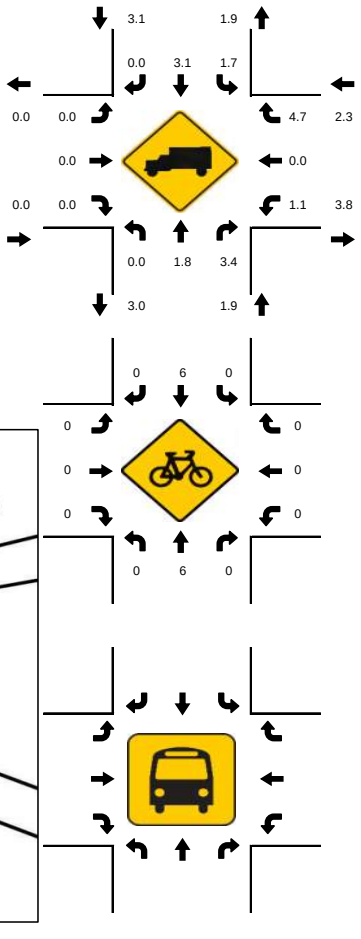
W2R2 Movements exiting from Extra Leg (NE 139th St) entering into US 1/Biscayne Blvd SB.
W2L2 Movements exiting from Extra Leg (NE 139th St) entering into US 1/Biscayne Blvd NB.

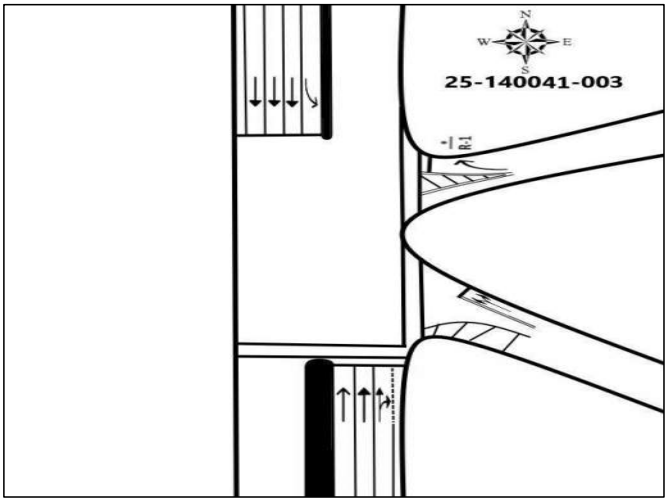
LOCATION: US 1/Biscayne Blvd & Highland Dr/NE 139th St
CITY/STATE: North Miami Beach, FL

PROJECT ID: 25-140041-003
DATE: Thu, Feb 06, 2025

Peak-Hour: 08:00 AM - 09:00 AM
Peak 15-Minute: 08:15 AM - 08:30 AM





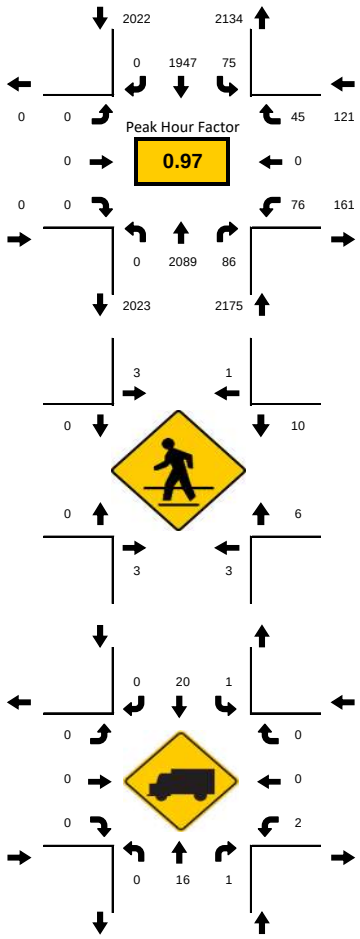


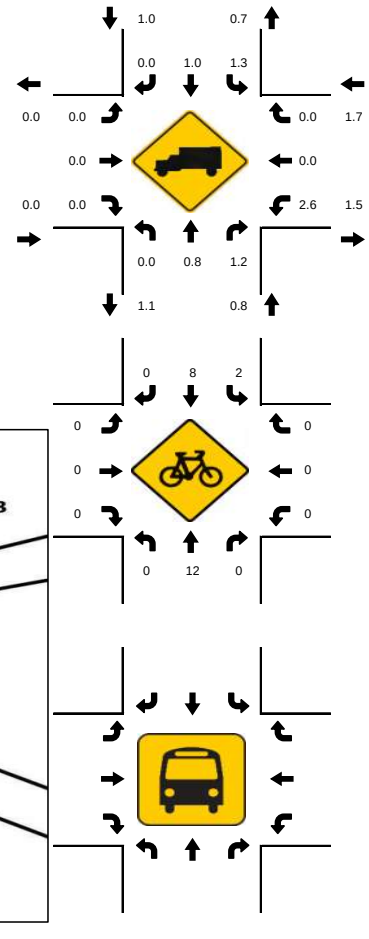
15-Min Count Period Beginning At	US 1/Biscayne Blvd Northbound					US 1/Biscayne Blvd Southbound					Highland Dr/NE 139th St Eastbound					Highland Dr/NE 139th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
7:00 AM	0	340	6	0		5	356	0	6		0	0	0	0		28	0	4	0		745	3471
7:15 AM	0	365	10	0		3	514	0	3		0	0	0	0		26	0	12	0		933	3656
7:30 AM	0	381	9	0		7	444	0	5		0	0	0	0		22	0	8	0		876	3737
7:45 AM	0	378	5	0		8	486	0	5		0	0	0	0		26	0	9	0		917	3840
8:00 AM	0	441	5	0		4	430	0	7		0	0	0	0		30	0	13	0		930	3875
8:15 AM	0	447	12	0		4	500	0	13		0	0	0	0		25	0	13	0		1014	2945
8:30 AM	0	465	7	0		6	462	0	10		0	0	0	0		19	0	10	0		979	1931
8:45 AM	0	488	5	0		10	423	0	5		0	0	0	0		14	0	7	0		952	952
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**						
	Left	**Thru**	**Rgt**	**U**	**R***	**Left**	**Thru**	**Rgt**	**U**	**R***	**Left**	**Thru**	**Rgt**	**U**	**R***	**Left**	**Thru**	**Rgt**	**U**	**R***	**Total**	
All Vehicles	0	1952	48	0		40	2000	0	52		0	0	0	0		120	0	52	0		**4264**	
Heavy Trucks	0	56	4	0		4	80	0	0		0	0	0	0		4	0	8	0		**156**	
Pedestrians		4					0					0					4				**8**	
Bicycles	0	20	0	0		0	12	0	0		0	0	0	0		0	0	0	0		**32**	
Buses																						
Stopped Buses																						

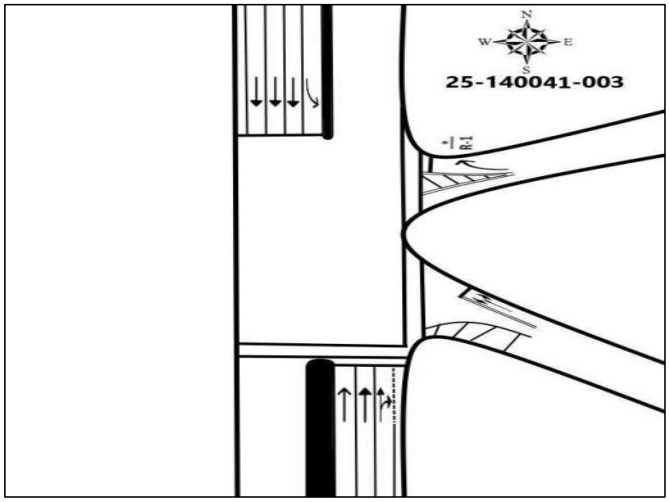
LOCATION: US 1/Biscayne Blvd & Highland Dr/NE 139th St
CITY/STATE: North Miami Beach, FL

PROJECT ID: 25-140041-003
DATE: Thu, Feb 06, 2025

Peak-Hour: 05:00 PM - 06:00 PM
Peak 15-Minute: 05:00 PM - 05:15 PM







15-Min Count Period Beginning At	US 1/Biscayne Blvd Northbound					US 1/Biscayne Blvd Southbound					Highland Dr/NE 139th St Eastbound					Highland Dr/NE 139th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
4:00 PM	0	450	18	0		6	442	0	10		0	0	0	0		24	0	6	0		956	4102
4:15 PM	0	508	21	0		11	481	0	8		0	0	0	0		12	0	10	0		1051	4265
4:30 PM	0	517	18	0		18	474	0	8		0	0	0	0		19	0	9	0		1063	4242
4:45 PM	0	479	23	0		17	484	0	8		0	0	0	0		17	0	4	0		1032	4283
5:00 PM	0	553	26	0		7	503	0	5		0	0	0	0		14	0	11	0		1119	4318
5:15 PM	0	499	22	0		7	469	0	5		0	0	0	0		16	0	10	0		1028	3199
5:30 PM	0	509	22	0		17	514	0	7		0	0	0	0		20	0	15	0		1104	2171
5:45 PM	0	528	16	0		19	461	0	8		0	0	0	0		26	0	9	0		1067	1067
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**						
	Left	**Thru**	**Rgt**	**U**	**R***	**Left**	**Thru**	**Rgt**	**U**	**R***	**Left**	**Thru**	**Rgt**	**U**	**R***	**Left**	**Thru**	**Rgt**	**U**	**R***	**Total**	
All Vehicles	0	2212	104	0		76	2056	0	32		0	0	0	0		104	0	60	0		**4644**	
Heavy Trucks	0	20	4	0		4	28	0	0		0	0	0	0		8	0	0	0		**64**	
Pedestrians		12					12					0					24				**48**	
Bicycles	0	24	0	0		4	12	0	0		0	0	0	0		0	0	0	0		**40**	
Buses																						
Stopped Buses																						

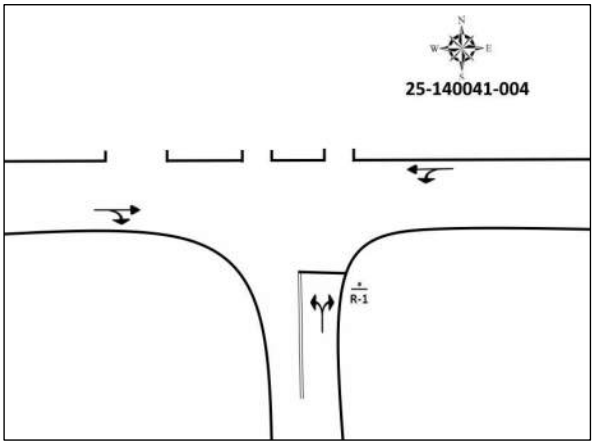
LOCATION: NE 20th Pl & NE 140th St
CITY/STATE: North Miami Beach, FL

PROJECT ID: 25-140041-004
DATE: Thu, Feb 06, 2025

Peak-Hour: 07:15 AM - 08:15 AM
Peak 15-Minute: 08:00 AM - 08:15 AM

Peak Hour Factor
0.86

National Data & Surveying Services



15-Min Count Period Beginning At	NE 20th Pl Northbound					NE 20th Pl Southbound					NE 140th St Eastbound					NE 140th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
7:00 AM	17	0	0	0		0	0	0	0		0	0	3	0		0	1	0	0		21	80
7:15 AM	17	0	0	0		0	0	0	0		0	0	3	0		0	0	0	0		20	83
7:30 AM	14	0	0	0		0	0	0	0		0	0	5	0		0	0	0	0		19	79
7:45 AM	15	0	0	0		0	0	0	0		0	0	5	0		0	0	0	0		20	75
8:00 AM	18	0	0	0		0	0	0	0		0	0	5	0		0	1	0	0		24	68
8:15 AM	9	0	0	0		0	0	0	0		0	0	7	0		0	0	0	0		16	44
8:30 AM	13	0	0	0		0	0	0	0		0	0	2	0		0	0	0	0		15	28
8:45 AM	6	0	0	0		0	0	0	0		0	1	6	0		0	0	0	0		13	13
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	72	0	0	0		0	0	0	0		0	0	20	0		0	4	0	0		**96**	
Heavy Trucks	8	0	0	0		0	0	0	0		0	0	4	0		0	0	0	0		**12**	
Pedestrians		0					0					0					4				**4**	
Bicycles	4	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		**4**	
Buses																						
Stopped Buses																						

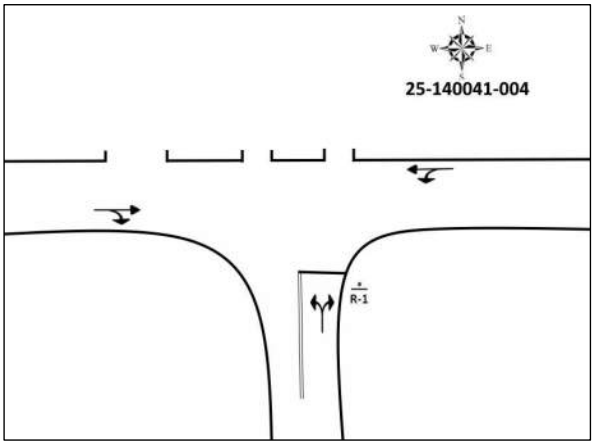
LOCATION: NE 20th Pl & NE 140th St
CITY/STATE: North Miami Beach, FL

PROJECT ID: 25-140041-004
DATE: Thu, Feb 06, 2025

Peak-Hour: 05:00 PM - 06:00 PM
Peak 15-Minute: 05:30 PM - 05:45 PM

Peak Hour Factor
0.83

National Data & Surveying Services



15-Min Count Period Beginning At	NE 20th Pl Northbound					NE 20th Pl Southbound					NE 140th St Eastbound					NE 140th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
4:00 PM	4	0	0	0		0	0	0	0		0	0	4	1		0	0	0	0		9	50
4:15 PM	6	0	0	0		0	0	0	0		0	0	5	0		0	0	0	0		11	59
4:30 PM	8	0	0	0		0	0	0	0		0	0	6	0		0	0	0	0		14	69
4:45 PM	6	0	0	0		0	0	1	0		0	0	9	0		0	0	0	0		16	79
5:00 PM	6	0	0	0		0	0	0	0		0	0	11	1		0	0	0	0		18	80
5:15 PM	8	0	0	0		0	0	0	0		0	0	13	0		0	0	0	0		21	62
5:30 PM	5	0	0	0		0	0	0	0		0	1	17	0		0	1	0	0		24	41
5:45 PM	5	0	0	0		0	0	0	0		0	0	11	1		0	0	0	0		17	17
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	32	0	0	0		0	0	0	0		0	4	68	4		0	4	0	0		**112**	
Heavy Trucks	0	0	0	0		0	0	0	0		0	4	0	0		0	4	0	0		**8**	
Pedestrians		0						0				0					4				**4**	
Bicycles	8	0	0	0		0	0	0	0		0	0	4	0		0	0	0	0		**12**	
Buses																						
Stopped Buses																						

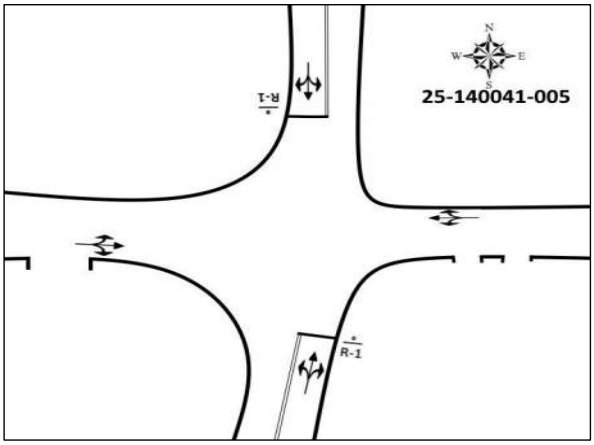
LOCATION: NE 20th Pl/Seabreeze Dr & NE 139th St
CITY/STATE: North Miami Beach, FL

PROJECT ID: 25-140041-005
DATE: Thu, Feb 06, 2025

Peak-Hour: 07:15 AM - 08:15 AM
Peak 15-Minute: 08:00 AM - 08:15 AM

Peak Hour Factor
0.93

National Data & Surveying Services



15-Min Count Period Beginning At	NE 20th Pl/Seabreeze Dr Northbound					NE 20th Pl/Seabreeze Dr Southbound					NE 139th St Eastbound					NE 139th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
7:00 AM	1	16	0	0		0	3	1	0		0	1	3	0		1	0	0	0		26	102
7:15 AM	5	14	0	0		0	2	0	0		0	0	3	0		0	0	1	0		25	104
7:30 AM	4	14	0	0		1	5	0	0		0	0	2	0		0	0	0	0		26	95
7:45 AM	5	13	0	0		0	4	0	0		0	0	3	0		0	0	0	0		25	87
8:00 AM	1	19	0	0		0	5	0	0		0	0	3	0		0	0	0	0		28	76
8:15 AM	1	7	0	0		0	6	0	0		0	0	1	0		1	0	0	0		16	48
8:30 AM	1	10	0	0		0	3	0	0		0	0	3	0		1	0	0	0		18	32
8:45 AM	2	6	1	0		0	5	0	0		0	0	0	0		0	0	0	0		14	14
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	20	76	0	0		4	20	0	0		0	0	12	0		0	0	4	0		**136**	
Heavy Trucks	4	8	0	0		0	4	0	0		0	0	0	0		0	0	0	0		**16**	
Pedestrians		8					0					4					4				**16**	
Bicycles	4	4	0	0		0	0	0	0		0	0	0	0		0	0	0	0		**8**	
Buses																						
Stopped Buses																						

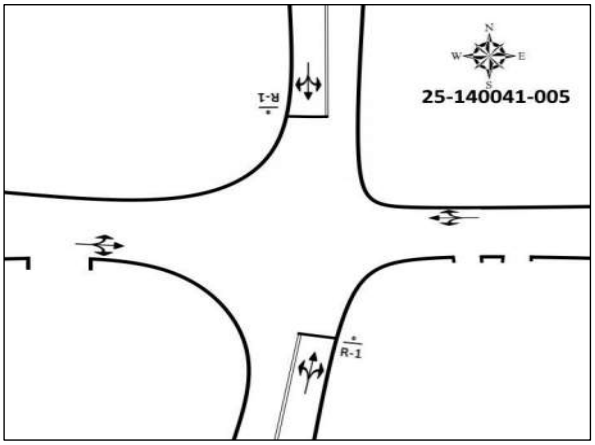
LOCATION: NE 20th Pl/Seabreeze Dr & NE 139th St
CITY/STATE: North Miami Beach, FL

PROJECT ID: 25-140041-005
DATE: Thu, Feb 06, 2025

Peak-Hour: 05:00 PM - 06:00 PM
Peak 15-Minute: 05:15 PM - 05:30 PM

Peak Hour Factor
0.81

National Data & Surveying Services



15-Min Count Period Beginning At	NE 20th Pl/Seabreeze Dr Northbound					NE 20th Pl/Seabreeze Dr Southbound					NE 139th St Eastbound					NE 139th St Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
4:00 PM	1	4	0	0		0	4	0	0		0	0	6	0		0	0	0	0		15	61
4:15 PM	0	7	0	0		0	3	0	0		0	0	0	0		0	0	0	0		10	65
4:30 PM	1	5	0	0		0	5	0	0		2	0	3	0		1	0	0	0		17	86
4:45 PM	0	5	1	0		1	7	1	0		1	0	3	0		0	0	0	0		19	99
5:00 PM	1	5	0	0		0	9	0	0		2	1	1	0		0	0	0	0		19	100
5:15 PM	4	8	0	0		0	15	0	0		1	0	2	0		0	1	0	0		31	81
5:30 PM	5	4	0	0		0	15	0	0		1	0	3	0		1	1	0	0		30	50
5:45 PM	3	5	0	0		0	11	0	0		1	0	0	0		0	0	0	0		20	20
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	20	32	0	0		0	60	0	0		8	4	12	0		4	4	0	0		**144**	
Heavy Trucks	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		**0**	
Pedestrians		180					240					4					4				**428**	
Bicycles	0	8	0	0		0	4	0	0		0	0	8	0		0	0	0	0		**20**	
Buses																						
Stopped Buses																						

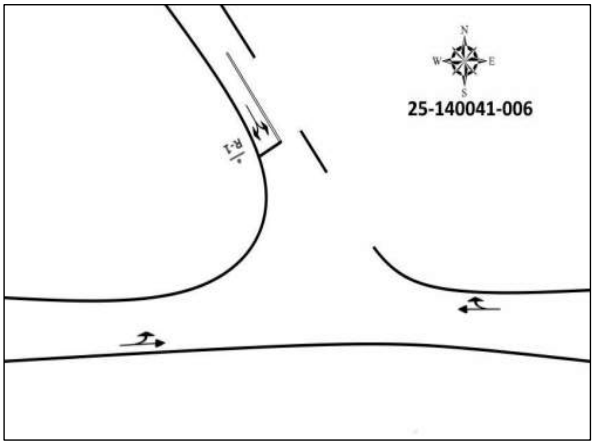
LOCATION: NE 20th Pl/Seabreeze Dr & Highland Dr
CITY/STATE: North Miami Beach, FL

PROJECT ID: 25-140041-006
DATE: Thu, Feb 06, 2025

Peak-Hour: 07:15 AM - 08:15 AM
Peak 15-Minute: 07:15 AM - 07:30 AM

Peak Hour Factor
0.92

National Data & Surveying Services



15-Min Count Period Beginning At	NE 20th Pl/Seabreeze Dr Northbound					NE 20th Pl/Seabreeze Dr Southbound					Highland Dr Eastbound					Highland Dr Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
7:00 AM	0	0	0	0		2	0	5	0		0	11	0	0		0	19	16	0		53	231
7:15 AM	0	0	0	0		2	0	5	0		4	9	0	0		0	30	16	0		66	243
7:30 AM	0	0	0	0		3	0	3	0		2	12	0	0		0	14	18	0		52	234
7:45 AM	1	0	0	0		5	0	3	0		3	6	0	0		0	25	17	0		60	231
8:00 AM	0	0	0	0		4	0	5	0		3	8	0	1		0	28	16	0		65	211
8:15 AM	1	0	0	0		5	1	4	0		2	13	0	0		0	23	8	0		57	146
8:30 AM	0	0	0	0		3	0	4	0		0	10	0	0		0	20	12	0		49	89
8:45 AM	0	0	0	0		3	0	0	0		2	13	0	0		0	15	7	0		40	40
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	4	0	0	0		20	0	20	0		16	48	0	4		0	120	72	0		**304**	
Heavy Trucks	0	0	0	0		4	0	0	0		4	8	0	0		0	4	12	0		**32**	
Pedestrians		0					4					0					4				**8**	
Bicycles	0	0	0	0		0	0	0	0		0	0	0	0		0	4	8	0		**12**	
Buses																						
Stopped Buses																						

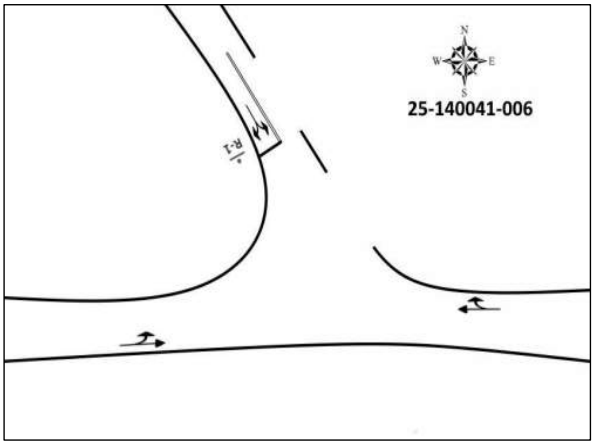
LOCATION: NE 20th Pl/Seabreeze Dr & Highland Dr
CITY/STATE: North Miami Beach, FL

PROJECT ID: 25-140041-006
DATE: Thu, Feb 06, 2025

Peak-Hour: 05:00 PM - 06:00 PM
Peak 15-Minute: 05:30 PM - 05:45 PM

Peak Hour Factor
0.87

National Data & Surveying Services

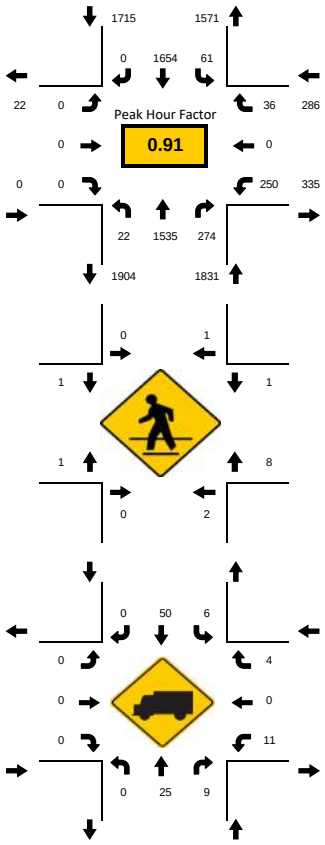


15-Min Count Period Beginning At	NE 20th Pl/Seabreeze Dr Northbound					NE 20th Pl/Seabreeze Dr Southbound					Highland Dr Eastbound					Highland Dr Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
4:00 PM	0	0	0	0		6	0	6	0		0	17	0	1		0	13	4	0		47	222
4:15 PM	0	0	0	0		3	1	2	0		2	27	0	0		0	15	7	0		57	233
4:30 PM	0	0	0	0		7	0	4	0		2	23	0	1		0	13	4	0		54	233
4:45 PM	0	0	0	0		7	0	3	0		1	35	0	1		0	10	6	1		64	253
5:00 PM	0	0	0	0		9	0	2	0		2	20	0	1		0	17	6	1		58	257
5:15 PM	0	0	0	0		14	0	3	0		4	20	0	0		0	12	4	0		57	199
5:30 PM	0	0	0	0		14	0	6	0		3	25	0	0		0	19	7	0		74	142
5:45 PM	0	0	0	0		8	1	4	0		2	30	0	0		0	16	7	0		68	68
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	0	0	0	0		56	4	24	0		16	120	0	4		0	76	28	4		**332**	
Heavy Trucks	0	0	0	0		8	0	4	0		0	4	0	0		0	0	0	0		**16**	
Pedestrians		0					16					8					4				**28**	
Bicycles	0	0	0	0		4	0	0	0		0	4	0	0		0	4	8	0		**20**	
Buses																						
Stopped Buses																						

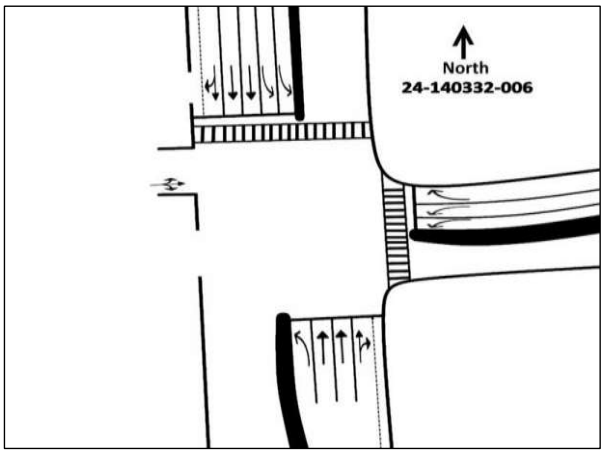
LOCATION: Biscayne Blvd/US 1 & NE 143rd St/Flowers & Services Pkg
CITY/STATE: North Miami, FL

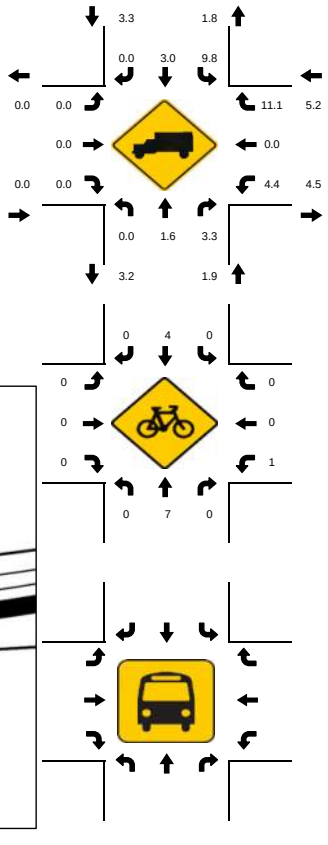
PROJECT ID: 24-140332-006
DATE: Wed, Oct 30, 2024

Peak-Hour: 08:00 AM - 09:00 AM
Peak 15-Minute: 08:30 AM - 08:45 AM



National Data & Surveying Services



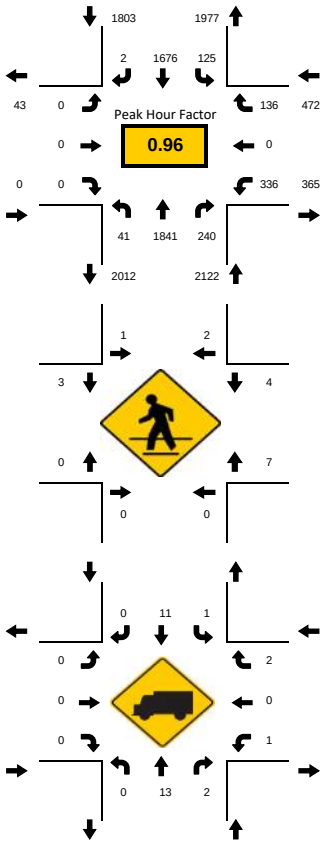


15-Min Count Period Beginning At	Biscayne Blvd/US 1 Northbound					Biscayne Blvd/US 1 Southbound					E 143rd St/Flowers & Services Pk Eastbound					E 143rd St/Flowers & Services Pk Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
7:00 AM	0	235	147	1		16	330	0	1		0	0	0	0		63	0	3	0		796	3432
7:15 AM	0	245	93	3		9	430	0	0		0	0	0	0		80	0	11	0		871	3535
7:30 AM	0	328	65	5		11	362	0	0		0	0	0	0		64	0	8	0		843	3627
7:45 AM	0	309	75	2		15	450	0	0		0	0	0	0		63	0	8	0		922	3829
8:00 AM	0	364	67	1		15	379	0	0		0	0	0	0		62	0	11	0		899	3832
8:15 AM	0	364	84	7		14	415	0	1		0	0	0	0		71	0	7	0		963	2933
8:30 AM	0	407	71	9		20	462	0	0		0	0	0	0		70	0	6	0		1045	1970
8:45 AM	0	400	52	5		11	398	0	0		0	0	0	0		47	0	12	0		925	925
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	0	1628	336	36		80	1848	0	4		0	0	0	0		284	0	48	0		**4264**	
Heavy Trucks	0	28	20	0		16	64	0	0		0	0	0	0		16	0	8	0		**152**	
Pedestrians		8					4					4					12				**28**	
Bicycles	0	12	0	0		0	12	0	0		0	0	0	0		4	0	0	0		**28**	
Buses																						
Stopped Buses																						

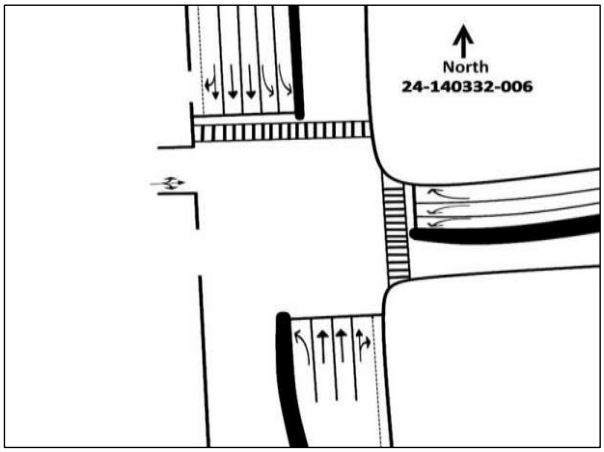
LOCATION: Biscayne Blvd/US 1 & NE 143rd St/Flowers & Services Pkg
CITY/STATE: North Miami, FL

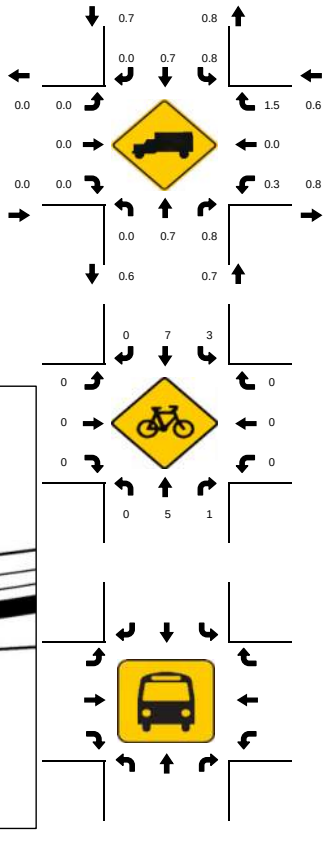
PROJECT ID: 24-140332-006
DATE: Wed, Oct 30, 2024

Peak-Hour: 05:00 PM - 06:00 PM
Peak 15-Minute: 05:45 PM - 06:00 PM



National Data & Surveying Services





15-Min Count Period Beginning At	Biscayne Blvd/US 1 Northbound					Biscayne Blvd/US 1 Southbound					E 143rd St/Flowers & Services Pk Eastbound					E 143rd St/Flowers & Services Pk Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
4:00 PM	0	389	65	16		28	355	0	5		0	0	0	0		84	0	31	0		973	4143
4:15 PM	0	375	56	10		23	446	0	1		0	0	0	0		80	0	27	0		1018	4182
4:30 PM	0	453	51	12		19	430	0	0		0	0	0	0		79	0	34	0		1078	4276
4:45 PM	0	456	55	4		13	430	0	2		0	0	0	0		81	0	33	0		1074	4322
5:00 PM	0	443	53	7		29	349	1	1		0	0	0	0		86	0	43	0		1012	4397
5:15 PM	0	445	54	10		35	443	1	2		0	0	0	0		88	0	34	0		1112	3385
5:30 PM	0	474	49	15		28	441	0	0		0	0	0	0		83	0	33	1		1124	2273
5:45 PM	0	479	84	9		30	443	0	0		0	0	0	0		78	0	26	0		1149	1149
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	0	1916	336	60		140	1772	4	8		0	0	0	0		352	0	172	4		**4764**	
Heavy Trucks	0	20	4	0		4	16	0	0		0	0	0	0		4	0	4	0		**52**	
Pedestrians		0					12					8					16				**36**	
Bicycles	0	12	4	0		8	12	0	0		0	0	0	0		0	0	0	0		**36**	
Buses																						
Stopped Buses																						

Peak Season Category Report

2023 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 8700 MIAMI-DADE NORTH

MOCF: 0.99

WEEK	DATES	SF	PSCF
1	01/01/2023 - 01/07/2023	1.00	1.01
2	01/08/2023 - 01/14/2023	1.03	1.04
3	01/15/2023 - 01/21/2023	1.05	1.06
4	01/22/2023 - 01/28/2023	1.04	1.05
5	01/29/2023 - 02/04/2023	1.03	1.04
6	02/05/2023 - 02/11/2023	1.01	1.02
7	02/12/2023 - 02/18/2023	1.00	1.01
8	02/19/2023 - 02/25/2023	1.00	1.01
9	02/26/2023 - 03/04/2023	0.99	1.00
10	03/05/2023 - 03/11/2023	0.99	1.00
11	03/12/2023 - 03/18/2023	0.99	1.00
12	03/19/2023 - 03/25/2023	0.99	1.00
13	03/26/2023 - 04/01/2023	0.99	1.00
14	04/02/2023 - 04/08/2023	0.99	1.00
15	04/09/2023 - 04/15/2023	1.00	1.01
16	04/16/2023 - 04/22/2023	0.99	1.00
17	04/23/2023 - 04/29/2023	0.99	1.00
18	04/30/2023 - 05/06/2023	0.99	1.00
19	05/07/2023 - 05/13/2023	0.99	1.00
20	05/14/2023 - 05/20/2023	0.99	1.00
21	05/21/2023 - 05/27/2023	0.99	1.00
22	05/28/2023 - 06/03/2023	1.00	1.01
23	06/04/2023 - 06/10/2023	1.01	1.02
24	06/11/2023 - 06/17/2023	1.02	1.03
25	06/18/2023 - 06/24/2023	1.02	1.03
26	06/25/2023 - 07/01/2023	1.02	1.03
27	07/02/2023 - 07/08/2023	1.02	1.03
28	07/09/2023 - 07/15/2023	1.02	1.03
29	07/16/2023 - 07/22/2023	1.01	1.02
30	07/23/2023 - 07/29/2023	1.00	1.01
31	07/30/2023 - 08/05/2023	0.99	1.00
*32	08/06/2023 - 08/12/2023	0.98	0.99
*33	08/13/2023 - 08/19/2023	0.98	0.99
*34	08/20/2023 - 08/26/2023	0.98	0.99
*35	08/27/2023 - 09/02/2023	0.99	1.00
*36	09/03/2023 - 09/09/2023	1.00	1.01
*37	09/10/2023 - 09/16/2023	1.01	1.02
*38	09/17/2023 - 09/23/2023	1.00	1.01
*39	09/24/2023 - 09/30/2023	0.99	1.00
*40	10/01/2023 - 10/07/2023	0.99	1.00
*41	10/08/2023 - 10/14/2023	0.98	0.99
*42	10/15/2023 - 10/21/2023	0.98	0.99
*43	10/22/2023 - 10/28/2023	0.98	0.99
*44	10/29/2023 - 11/04/2023	0.99	1.00
45	11/05/2023 - 11/11/2023	0.99	1.00
46	11/12/2023 - 11/18/2023	1.00	1.01
47	11/19/2023 - 11/25/2023	1.00	1.01
48	11/26/2023 - 12/02/2023	1.00	1.01
49	12/03/2023 - 12/09/2023	1.00	1.01
50	12/10/2023 - 12/16/2023	1.00	1.01
51	12/17/2023 - 12/23/2023	1.02	1.03
52	12/24/2023 - 12/30/2023	1.04	1.05
53	12/31/2023 - 12/31/2023	1.05	1.06

* PEAK SEASON

Signal Timings

TOD Schedule Report

for 2004: US 1@NE 13800 Blk

Print Date: 10/4/2021

Print Time: 1:49 PM

Asset	Intersection	TOD Schedule	Op Mode	Plan #	Cycle	Offset	TOD Setting	Active PhaseBank	Active Maximum
2004	US 1@NE 13800 Blk	DOW-2	TOD	N/A	0	0	N/A	0	Max 0

Splits

PH 1	PH 2	PH 3	PH 4	PH 5	PH 6	PH 7	PH 8
-	SBT	-	WBT	SBL	NBT	-	-
0	0	0	0	0	0	0	0

Active Phase Bank: Phase Bank 1

Phase	Walk	Don't Walk	Min Initial	Veh Ext	Max Limit	Max 2	Yellow	Red
Phase Bank	1 2 3	1 2 3	1 2 3	1 2 3	1 2 3	1 2 3		
1 -	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0	0
2 SBT	7 - 7 - 7	16 - 16 - 16	7 - 7 - 7	1 - 1 - 1	40 - 36 - 40	40 - 36 - 40	4.4	3.2
3 -	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0	0
4 WBT	4 - 4 - 4	21 - 21 - 21	7 - 7 - 7	5 - 2.5 - 2.5	23 - 24 - 23	30 - 24 - 23	4	4.3
5 SBL	0 - 0 - 0	0 - 0 - 0	5 - 5 - 5	2 - 2 - 2	10 - 5 - 10	20 - 10 - 10	4.4	3.2
6 NBT	7 - 7 - 7	16 - 16 - 16	7 - 7 - 7	1 - 1 - 1	40 - 36 - 40	40 - 36 - 40	4.4	3.2
7 -	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0	0
8 -	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0 - 0 - 0	0	0

Last In Service Date: unknown

Permitted Phases

	12345678
Default	-2-456--
External Permit 0	--------
External Permit 1	-2-456--
External Permit 2	--------

TOD Schedule Report

for 2004: US 1@NE 13800 Blk

Print Date: 10/4/2021

Print Time: 1:49 PM

Current TOD Schedule	Plan	Cycle	Green Time 1	2	3	4	5	6	7	8	Ring Offset	Offset
			-	SBT	-	WBT	SBL	NBT	-	-		
	1	90	0	52	0	22	6	38	0	0	0	74
	3	160	0	122	0	22	6	108	0	0	0	111
	4	180	0	137	0	27	7	122	0	0	0	48
	5	130	0	92	0	22	6	78	0	0	0	29
	6	80	0	42	0	22	6	28	0	0	0	38
	7	80	0	42	0	22	6	28	0	0	0	46
	8	150	0	110	0	24	10	92	0	0	0	55
	9	150	0	112	0	22	6	98	0	0	0	123
	10	110	0	72	0	22	6	58	0	0	0	76
	13	80	0	42	0	22	6	28	0	0	0	38
	15	120	0	82	0	22	6	68	0	0	0	76
	16	130	0	92	0	22	6	78	0	0	0	13
	17	110	0	72	0	22	6	58	0	0	0	3
	19	180	0	137	0	27	7	122	0	0	0	140
	22	150	0	112	0	22	6	98	0	0	0	148
	23	80	0	42	0	22	6	28	0	0	0	46
	25	130	0	92	0	22	12	72	0	0	0	98
	26	110	0	72	0	22	7	57	0	0	0	35
	27	140	0	102	0	22	7	87	0	0	0	126
	28	100	0	62	0	22	7	47	0	0	0	33

Local TOD Schedule

Time	Plan	DOW
0000	Free	M T W Th F
0000	23	Su S
0100	Free	Su S
0600	19	M T W Th F
0600	8	Su S
0900	9	Su S
1000	8	M T W Th F
1100	4	Su S
1300	3	M T W Th F
1500	4	M T W Th F
1700	9	Su S
2000	8	M T W Th F
2300	23	Su M T W Th F S

Current Time of Day Function

Time	Function	Settings *	Day of Week
0000	TOD OUTPUTS	-------1	M T W ThF
0600	TOD OUTPUTS	--------	SuM T W ThF S

Local Time of Day Function

Time	Function	Settings *	Day of Week
0000	TOD OUTPUTS	--------	Su S
0000	TOD OUTPUTS	-------1	M T W ThF
0100	TOD OUTPUTS	-------1	Su S
0600	TOD OUTPUTS	--------	SuM T W ThF S

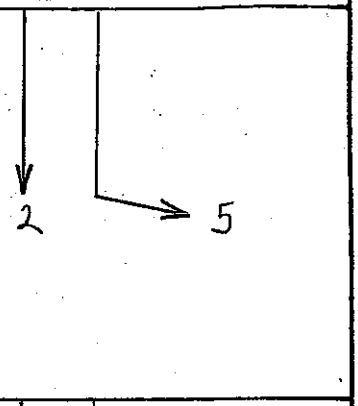
*** Settings**

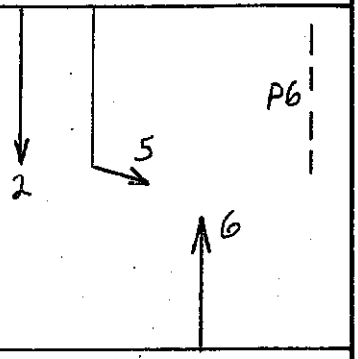
Blank - FREE - Phase Bank 1, Max 1
Blank - Plan - Phase Bank 1, Max 2
1 - Phase Bank 2, Max 1
2 - Phase Bank 2, Max 2
3 - Phase Bank 3, Max 1
4 - Phase Bank 3, Max 2
5 - EXTERNAL PERMIT 1
6 - EXTERNAL PERMIT 2
7 - X-PED OMIT
8 - TBA

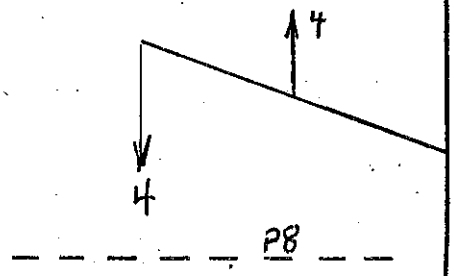
No Calendar Defined/Enabled

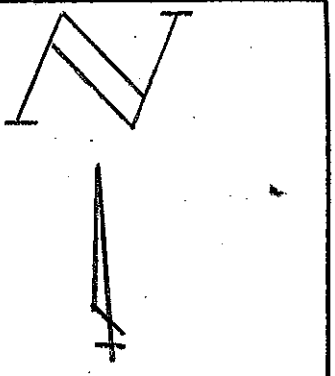
SIGNAL OPERATING PLAN

PHASE		INT	2	4	5	6			P6	P8				
φ2+5		R/W	G	R	~~G~~	R			DW	DW				
SBLT	CLEAR TO	2+6	G	R	~~G~~	R			DW	DW				
ACTUATED														
φ2+6		R/W	G	R	G	G			W	DW				
		PED CL	G	R	G	G			F DW	DW				
N-S	CLEAR TO	4	Y	R	Y	Y			DW	DW				
RECALL														
φ4		R/W	R	G	R	R			DW	W				
		PED CL	R	G	R	R			DW	F DW				
W'BND	CLEAR TO	2+5	R	Y	R	R			DW	DW				
		2+6	R	Y	R	R			DW	DW				
ACTUATED														
		R/W												
	CLEAR TO													
FLASHING OPER			Y	R	Y	Y								









Drawn: F. PRATS	Date: 10/12/95	METROPOLITAN DADE COUNTY DEPARTMENT OF TRAFFIC AND TRANSPORTATION	ASSET NO: 2004
Check:	Date: 10/12/95	US 1 & NE 139 ST	
Division Engineer	Date		

Placed in Service			Phasing Number
Date: 12/95	CONTRACTOR		5

TOD Schedule Report
for 5441: US 1&NE 143 St

Print Date: 10/4/2021

Print Time: 8:21 PM

Asset	Intersection	TOD Schedule	Op Mode	Plan #	Cycle	Offset	TOD Setting	Active PhaseBank	Active Maximum
5441	US 1&NE 143 St	DOW-2	TOD	N/A	0	0	N/A	0	Max 0

Splits

PH 1	PH 2	PH 3	PH 4	PH 5	PH 6	PH 7	PH 8
-	SBT	-	WBT	SBL	NBT	-	-
0	0	0	0	0	0	0	0

Active Phase Bank: Phase Bank 1

Phase	Walk			Don't Walk			Min Initial			Veh Ext			Max Limit			Max 2			Yellow	Red
Phase Bank	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3	1	2	3		
1 -	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2 SBT	7	7	7	16	16	16	7	7	7	1	1	1	40	40	40	40	40	40	4.4	2.2
3 -	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4 WBT	7	7	7	21	21	21	7	7	7	2.5	2.5	2.5	18	18	18	26	22	22	4	3
5 SBL	0	0	0	0	0	0	5	5	5	2	2	2	10	10	10	26	10	10	4.4	2.2
6 NBT	7	7	7	16	16	16	7	7	7	1	1	1	40	40	40	40	40	40	4.4	2.2
7 -	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8 -	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Last In Service Date: unknown

Permitted Phases

	12345678
Default	-2-456--
External Permit 0	--------
External Permit 1	--------
External Permit 2	--------

TOD Schedule Report
for 5441: US 1&NE 143 St

Print Date: 10/4/2021

Print Time: 8:21 PM

Current TOD Schedule	Plan	Cycle	Green Time 1 -	2 SBT	3 -	4 WBT	5 SBL	6 NBT	7 -	8 -	Ring Offset	Offset
	3	160	0	127	0	19	21	99	0	0	0	142
	4	180	0	147	0	19	20	120	0	0	0	75
	8	150	0	107	0	29	19	81	0	0	0	51
	9	150	0	117	0	19	20	90	0	0	0	92
	19	180	0	147	0	19	20	120	0	0	0	121

Local TOD Schedule

Time	Plan	DOW
0000	Flash	M T W Th F
0000	Free	Su S
0100	Flash	Su S
0600	19	M T W Th F
0600	8	Su S
0900	9	Su S
1000	8	M T W Th F
1100	4	Su S
1300	3	M T W Th F
1500	4	M T W Th F
1700	9	Su S
2000	8	M T W Th F
2300	Free	Su M T W Th F S

Current Time of Day Function

Time	Function	Settings *	Day of Week
0000	TOD OUTPUTS	-------1	M T W ThF
0600	TOD OUTPUTS	--------	SuM T W ThF S

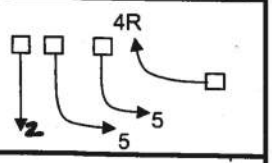
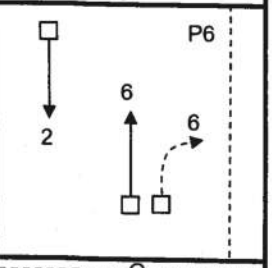
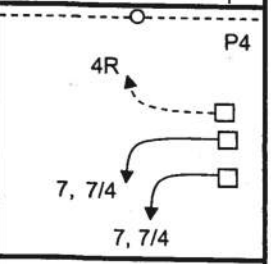
Local Time of Day Function

Time	Function	Settings *	Day of Week
0000	TOD OUTPUTS	-------1	M T W ThF
0000	TOD OUTPUTS	--------	Su S
0100	TOD OUTPUTS	-------1	Su S
0600	TOD OUTPUTS	--------	SuM T W ThF S

* Settings

Blank - FREE - Phase Bank 1, Max 1
Blank - Plan - Phase Bank 1, Max 2
1 - Phase Bank 2, Max 1
2 - Phase Bank 2, Max 2
3 - Phase Bank 3, Max 1
4 - Phase Bank 3, Max 2
5 - EXTERNAL PERMIT 1
6 - EXTERNAL PERMIT 2
7 - X-PED OMIT
8 - TBA

No Calendar Defined/Enabled

	Direction	NB	SB		WB	Ped Heads			N
Timing Phases	Head No.	6	5 2		7 7/4 4R	P6		P4	Movements/Display/Actuation
(2+5) SBT + SBLT BISCAYNE BLVD (Actuated)	Dwell	R	<G G		R R R/G>	DW		DW	
	Clear to (2+6)	R	<Y G		R R R/Y>	DW		DW	
(2+6) SBT + NBT BISCAYNE BLVD (Recall)	Dwell	G	<R G		R R R	W/F		DW	
	(4)	Y	<R Y		R R R	DW		DW	
	Clear to (2+5)	Y	<R Y		R R R	DW		DW	
(4) WB NE 143 ST (Actuated)	Dwell	R	<R R		<G <G/G G	DW		W/F	
	(2+5)	R	<R R		Y Y Y	DW		DW	
	Clear to (2+6)	R	<R R		Y Y Y	DW		DW	
	Dwell								
	Clear to								
	Dwell								
	Clear to								
	Dwell								
	Clear								
Flashing Operation		FY	F<R FY		FR FR FR				Page 1 of 1

Miami-Dade County Public Works Department

Drawn	Date	US-1 & NE 143 ST			
Erick Zapata	2/5/2019				
Checked	Date	Placed in Service		Phasing No.	Asset Number
	2/12/19	Date		3	5441

Appendix D

Growth Rate Calculations

FDOT Historical Growth Trends

FDOT Growth Rate Summary

Station Number	Location	Historical Growth- Linear				Historical Growth- Exponential				Historical Growth- Decaying Exponential			
		5-year	R-squared	10-year	R-squared	5-year	R-squared	10-year	R-squared	5-year	R-squared	10-year	R-squared
1026	SR 916/Opa-Locka Boulevard/NW 135-138 Street -- 200 feet west of SR 5/US 1	5.39%	88.32%	1.40%	24.25%	5.11%	88.15%	1.28%	22.85%	5.23%	94.12%	0.77%	7.77%
2523	SR 5/US 1 -- 200 feet north of SR 922/NE 123rd Street	-0.66%	5.88%	-1.68%	48.56%	-0.67%	6.12%	-1.78%	47.79%	-1.11%	15.49%	-1.94%	51.68%
5219	SR 5/US 1 -- 1250 feet south of NE 163rd Street/Sunny Isles Causeway	-0.65%	16.49%	0.37%	6.85%	-0.65%	17.14%	0.39%	7.46%	-0.41%	6.10%	0.72%	23.10%
Total		**1.36%**	**36.90%**	**0.03%**	**26.55%**	**1.26%**	**37.14%**	**-0.04%**	**26.03%**	**1.24%**	**38.57%**	**-0.15%**	**27.52%**

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 87 - MIAMI-DADE

SITE: 1026 - SR 916/OPA-LOCKA BLVD/NW 135-138ST,200'W SR 5/US-1

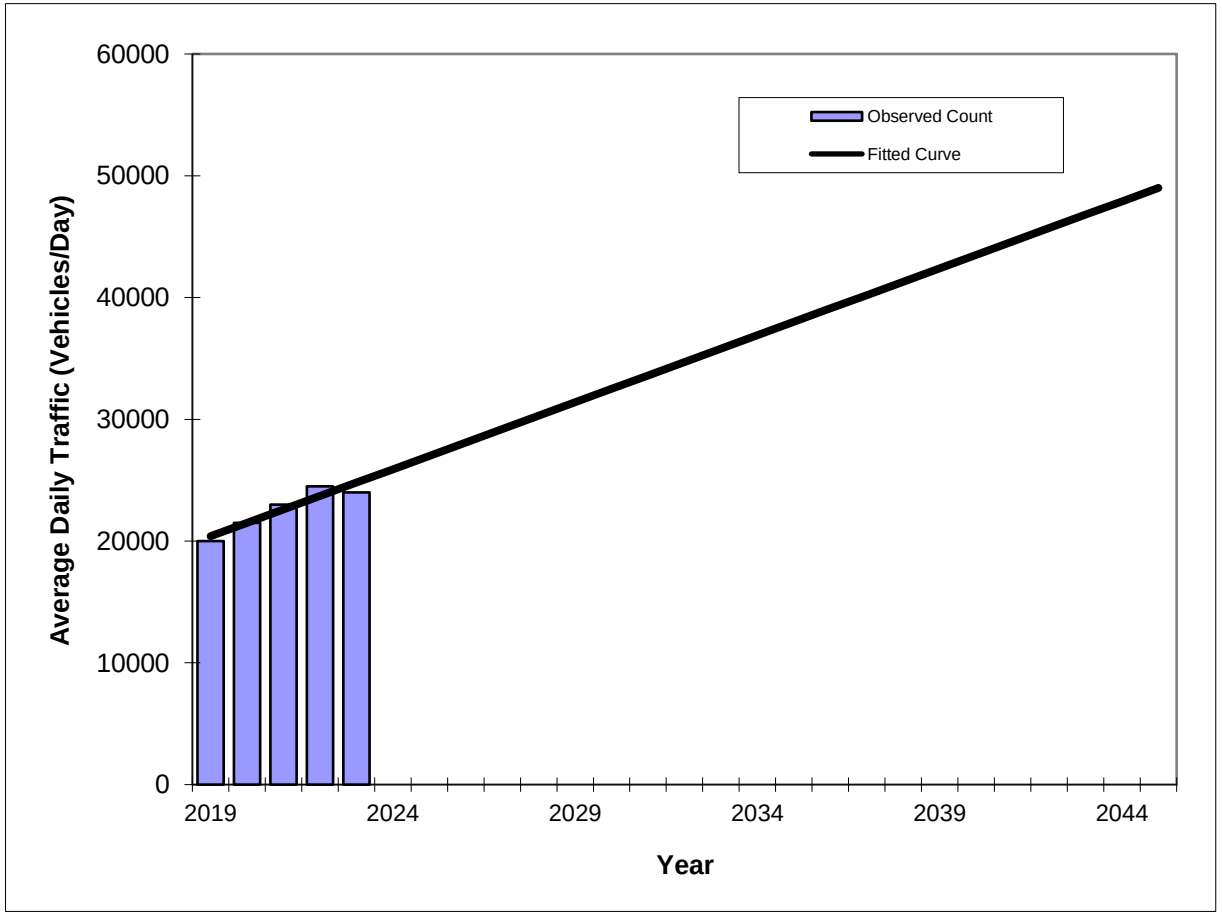
YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2023	24000 C	E 12000	W 12000	9.00	55.10	4.00
2022	24500 C	E 13000	W 11500	9.00	54.70	1.90
2021	17200 C	E 8300	W 8900	9.00	54.30	1.80
2020	21000 C	E 10500	W 10500	9.00	54.20	1.60
2019	20000 C	E 10000	W 10000	9.00	54.60	2.60
2018	21500 C	E 11000	W 10500	9.00	54.30	2.30
2017	19000 C	E 9900	W 9100	9.00	55.00	2.40
2016	20400 C	E 10500	W 9900	9.00	54.50	2.60
2015	23000 C	E 11000	W 12000	9.00	54.70	6.40
2014	22000 C	E 11000	W 11000	9.00	54.50	3.80
2013	21200 C	E 11500	W 9700	9.00	52.40	6.90
2012	18700 C	E 9400	W 9300	9.00	55.70	2.20
2011	19200 C	E 10000	W 9200	9.00	55.10	3.00
2010	24500 C	E 12000	W 12500	8.98	54.08	3.00
2009	25500 C	E 13500	W 12000	8.99	53.24	1.80
2008	20500 C	E 10500	W 10000	9.09	55.75	1.90

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends

SR 916/Opa-Locka Blvd/NW 135-138 St -- 200' W SR 5/US 1

County:	Miami-Dade (87)
Station #:	1026
Highway:	SR 916/Opa-Locka Blvd/NW 135-138 St



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2019	20000	20400
2020	21500	21500
2021	23000	22600
2022	24500	23700
2023	24000	24800

Trend R-squared:	88.32%
Trend Annual Historic Growth Rate:	5.39%
Printed:	12-Feb-25

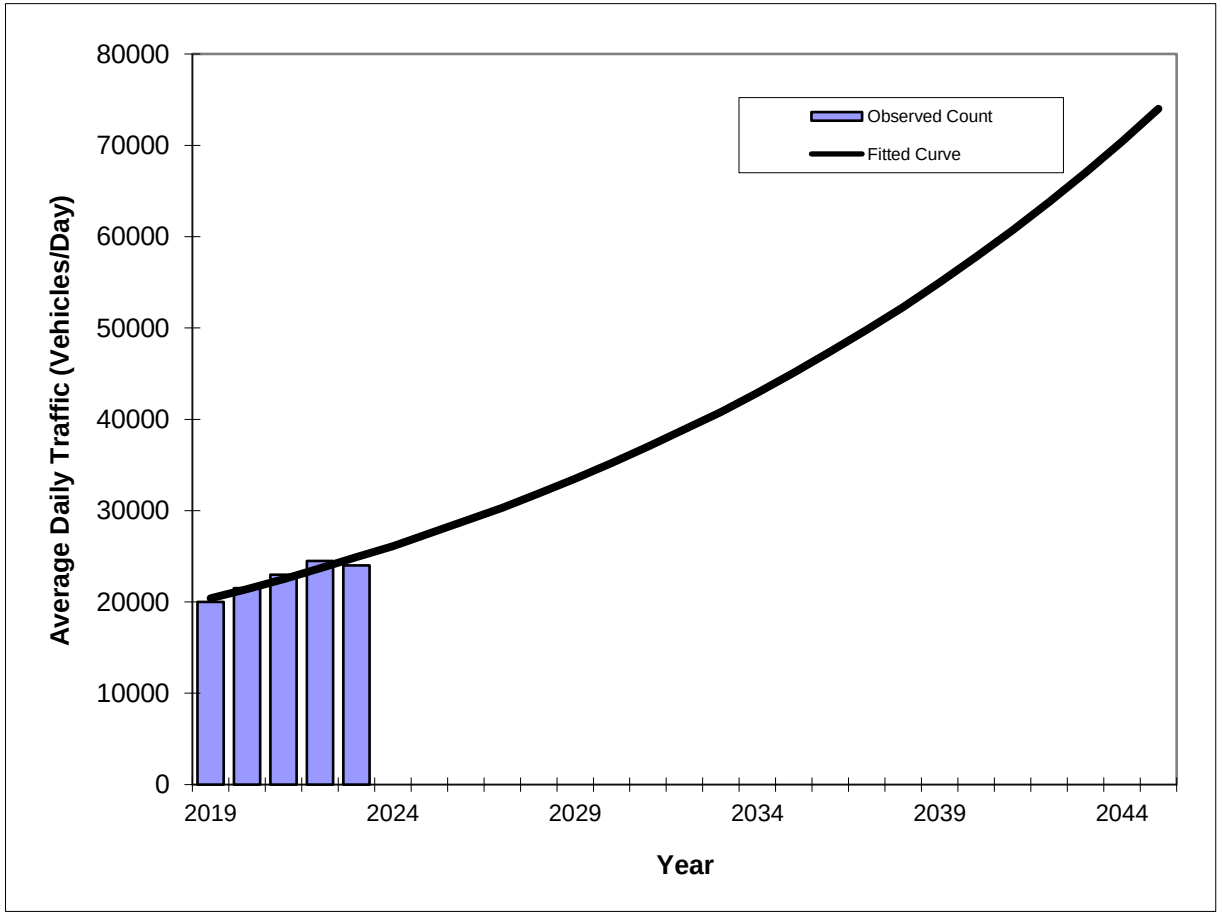
Straight Line Growth Option

***Axle-Adjusted**

Traffic Trends

SR 916/Opa-Locka Blvd/NW 135-138 St -- 200' W SR 5/US 1

County:	Miami-Dade (87)
Station #:	1026
Highway:	SR 916/Opa-Locka Blvd/NW 135-138 St



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2019	20000	20400
2020	21500	21400
2021	23000	22500
2022	24500	23700
2023	24000	24900

Trend R-squared:	88.15%
Compounded Annual Historic Growth Rate:	5.11%
Printed:	11-Feb-25

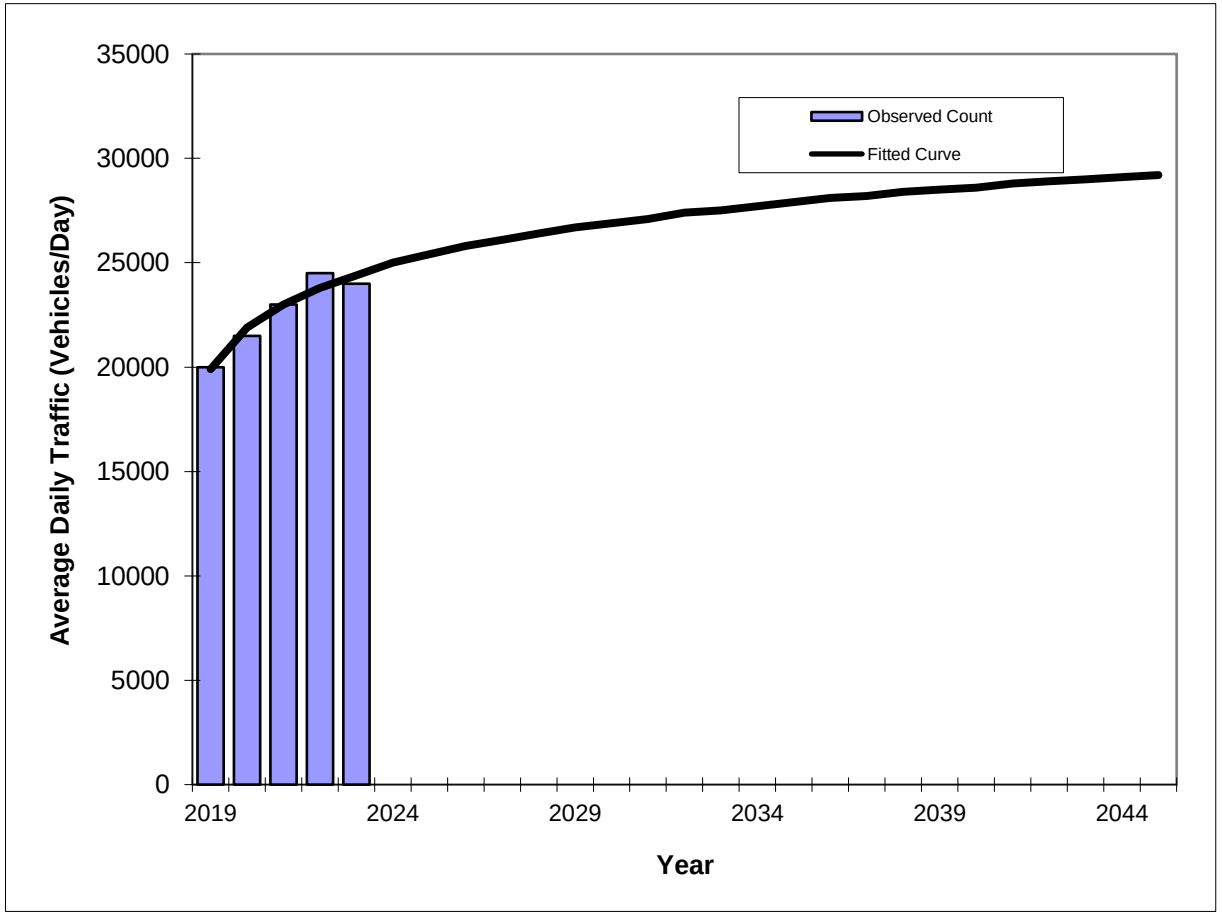
Exponential Growth Option

***Axle-Adjusted**

Traffic Trends

SR 916/Opa-Locka Blvd/NW 135-138 St -- 200' W SR 5/US 1

County:	Miami-Dade (87)
Station #:	1026
Highway:	SR 916/Opa-Locka Blvd/NW 135-138 St



Year	Traffic (ADT/AADT) Count*	Trend**
2019	20000	19900
2020	21500	21900
2021	23000	23000
2022	24500	23800
2023	24000	24400

Trend R-squared:	94.12%
Compounded Annual Historic Growth Rate:	5.23%
Printed:	11-Feb-25

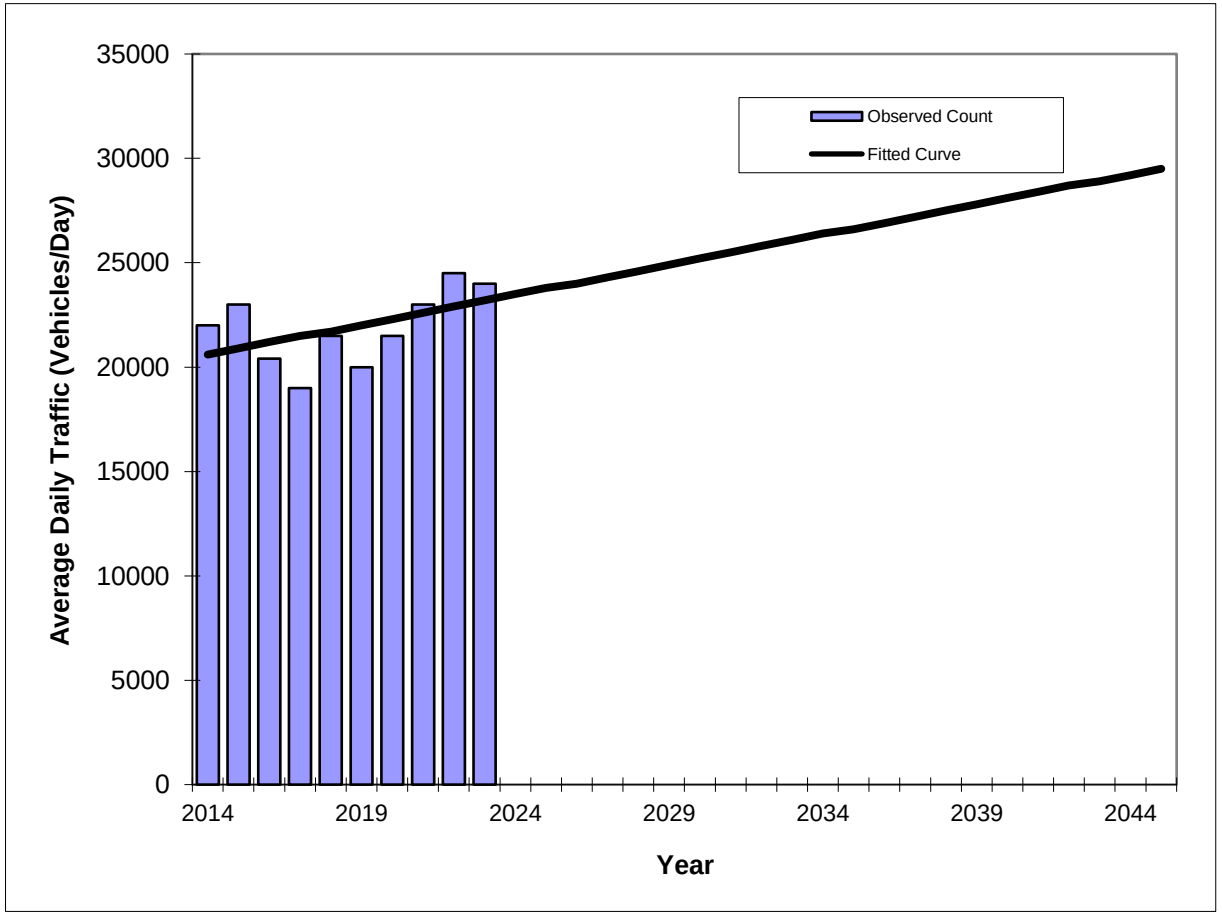
Decaying Exponential Growth Option

***Axle-Adjusted**

Traffic Trends

SR 916/Opa-Locka Blvd/NW 135-138 St -- 200' W SR 5/US 1

County:	Miami-Dade (87)
Station #:	1026
Highway:	SR 916/Opa-Locka Blvd/NW 135-138 St



Year	Traffic (ADT/AADT) Count*	Trend**
2014	22000	20600
2015	23000	20900
2016	20400	21200
2017	19000	21500
2018	21500	21700
2019	20000	22000
2020	21500	22300
2021	23000	22600
2022	24500	22900
2023	24000	23200

Trend R-squared:	24.25%
Trend Annual Historic Growth Rate:	1.40%
Printed:	11-Feb-25

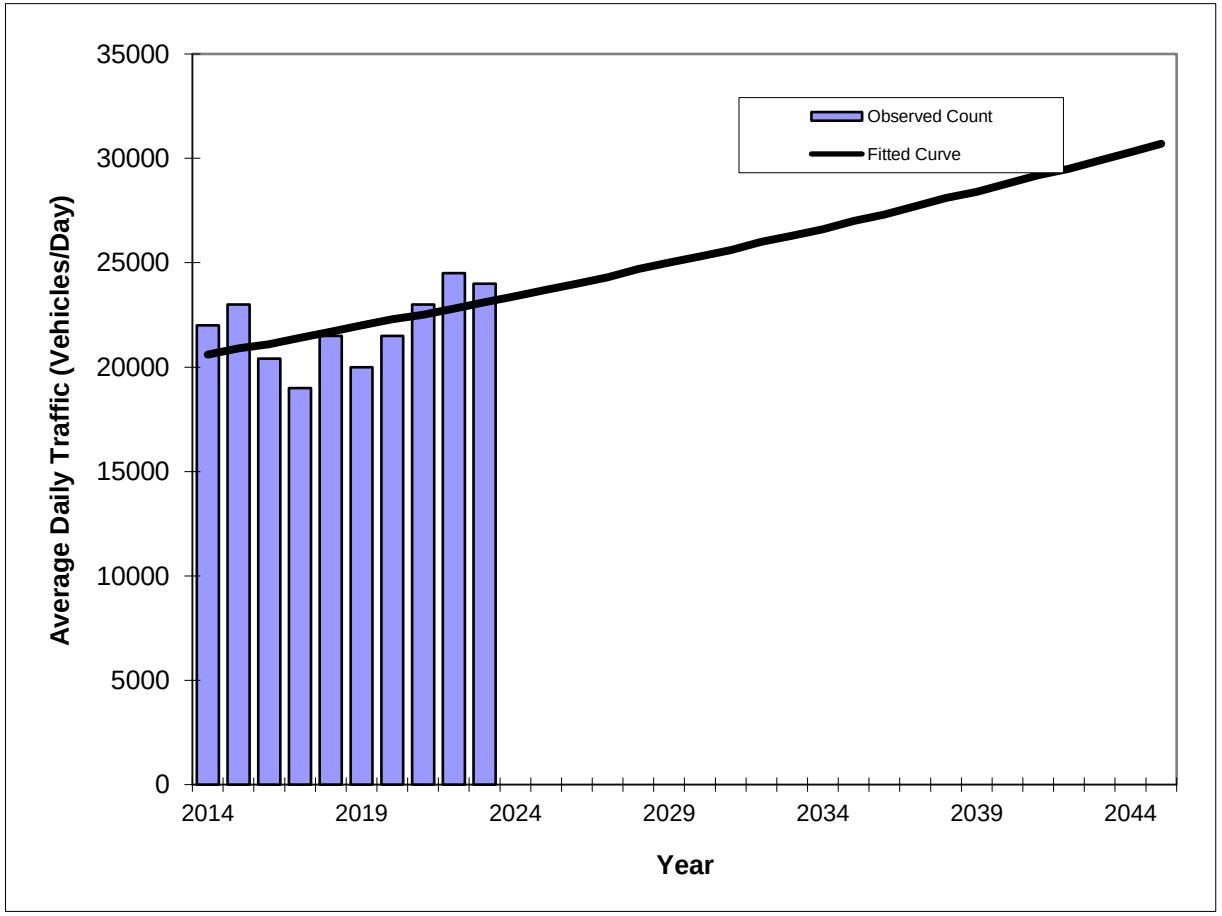
Straight Line Growth Option

***Axle-Adjusted**

Traffic Trends

SR 916/Opa-Locka Blvd/NW 135-138 St -- 200' W SR 5/US 1

County:	Miami-Dade (87)
Station #:	1026
Highway:	SR 916/Opa-Locka Blvd/NW 135-138 St



Year	Traffic (ADT/AADT) Count*	Trend**
2014	22000	20600
2015	23000	20900
2016	20400	21100
2017	19000	21400
2018	21500	21700
2019	20000	22000
2020	21500	22300
2021	23000	22500
2022	24500	22800
2023	24000	23100

Trend R-squared:	22.85%
Compounded Annual Historic Growth Rate:	1.28%
Printed:	11-Feb-25

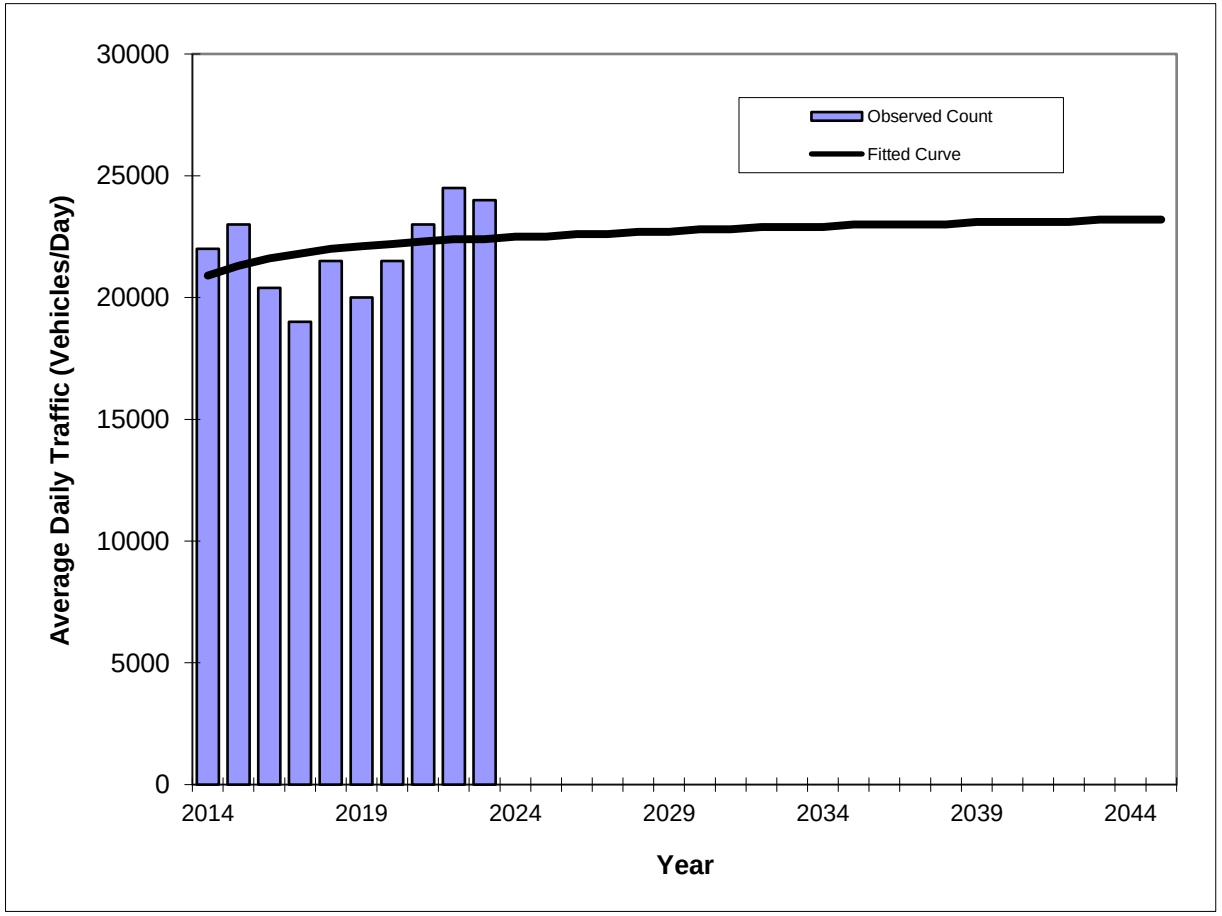
Exponential Growth Option

***Axle-Adjusted**

Traffic Trends

SR 916/Opa-Locka Blvd/NW 135-138 St -- 200' W SR 5/US 1

County:	Miami-Dade (87)
Station #:	1026
Highway:	SR 916/Opa-Locka Blvd/NW 135-138 St



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2014	22000	20900
2015	23000	21300
2016	20400	21600
2017	19000	21800
2018	21500	22000
2019	20000	22100
2020	21500	22200
2021	23000	22300
2022	24500	22400
2023	24000	22400

Trend R-squared:	7.77%
Compounded Annual Historic Growth Rate:	0.77%
Printed:	11-Feb-25

Decaying Exponential Growth Option

***Axle-Adjusted**

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 87 - MIAMI-DADE

SITE: 2523 - SR 5/US-1, 200' N SR 922/NE 123 ST

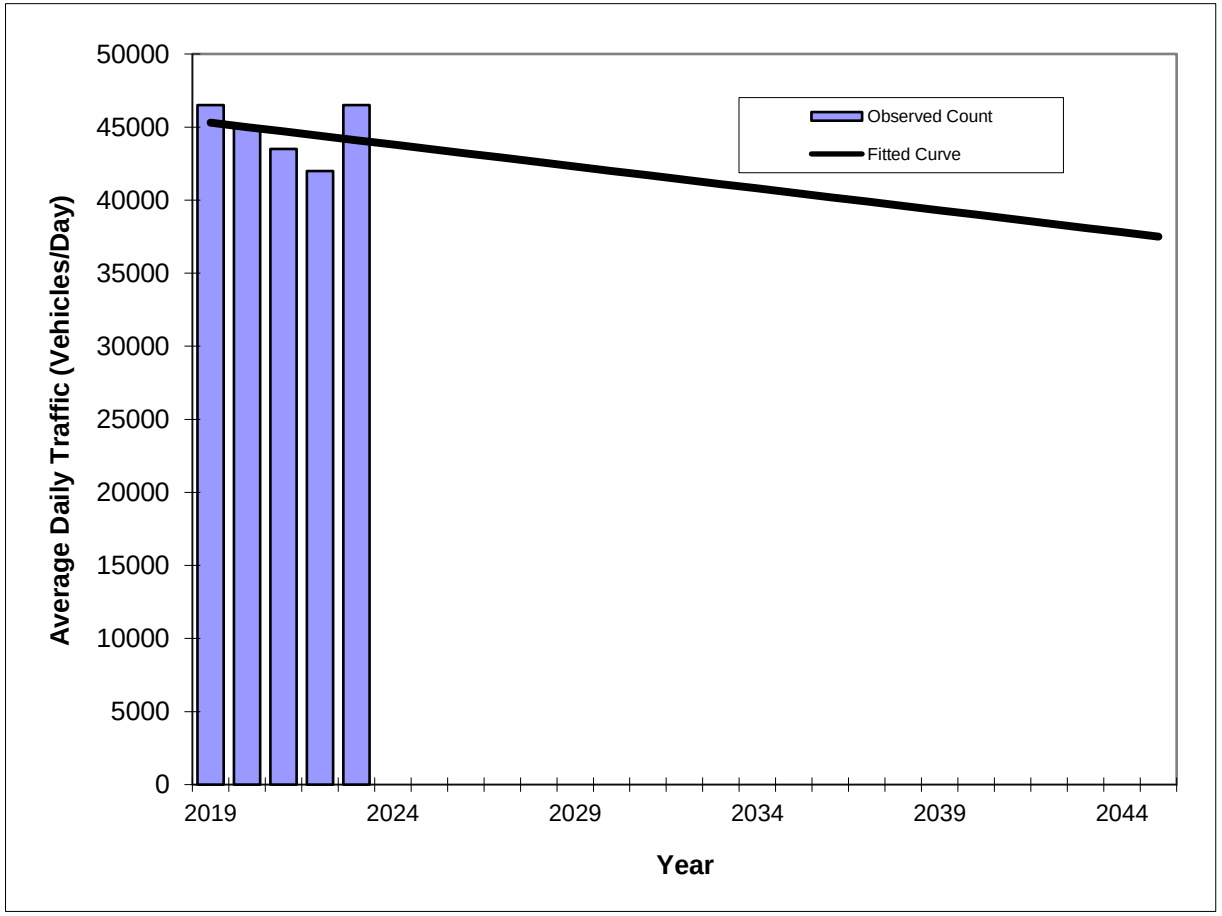
YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2023	46500 C	N 23000	S 23500	9.00	55.10	5.70
2022	42000 C	N 21500	S 20500	9.00	54.70	3.00
2021	43500 C	N 22500	S 21000	9.00	54.30	3.70
2020	39500 C	N 20000	S 19500	9.00	54.20	3.20
2019	46500 C	N 23500	S 23000	9.00	54.60	4.70
2018	49000 C	N 24500	S 24500	9.00	54.30	4.90
2017	43000 C	N 23500	S 19500	9.00	55.00	4.50
2016	53000 C	N 25500	S 27500	9.00	54.50	5.10
2015	49000 C	N 25000	S 24000	9.00	54.70	4.20
2014	52000 C	N 24500	S 27500	9.00	54.50	5.10
2013	50000 C	N 25000	S 25000	9.00	52.40	5.20
2012	52000 C	N 26000	S 26000	9.00	55.70	5.80
2011	52000 C	N 24500	S 27500	9.00	55.10	4.50
2010	48000 C	N 23000	S 25000	8.98	54.08	4.40
2009	44500 C	N 22000	S 22500	8.99	53.24	3.40
2008	44500 C	N 22000	S 22500	9.09	55.75	3.70

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends

SR 5/US 1 -- 200' N SR 922/NE 123 St

County:	Miami-Dade (87)
Station #:	2523
Highway:	SR 5/US 1



Year	Traffic (ADT/AADT) Count*	Trend**
2019	46500	45300
2020	45000	45000
2021	43500	44700
2022	42000	44400
2023	46500	44100

Trend R-squared:	5.88%
Trend Annual Historic Growth Rate:	-0.66%
Printed:	11-Feb-25

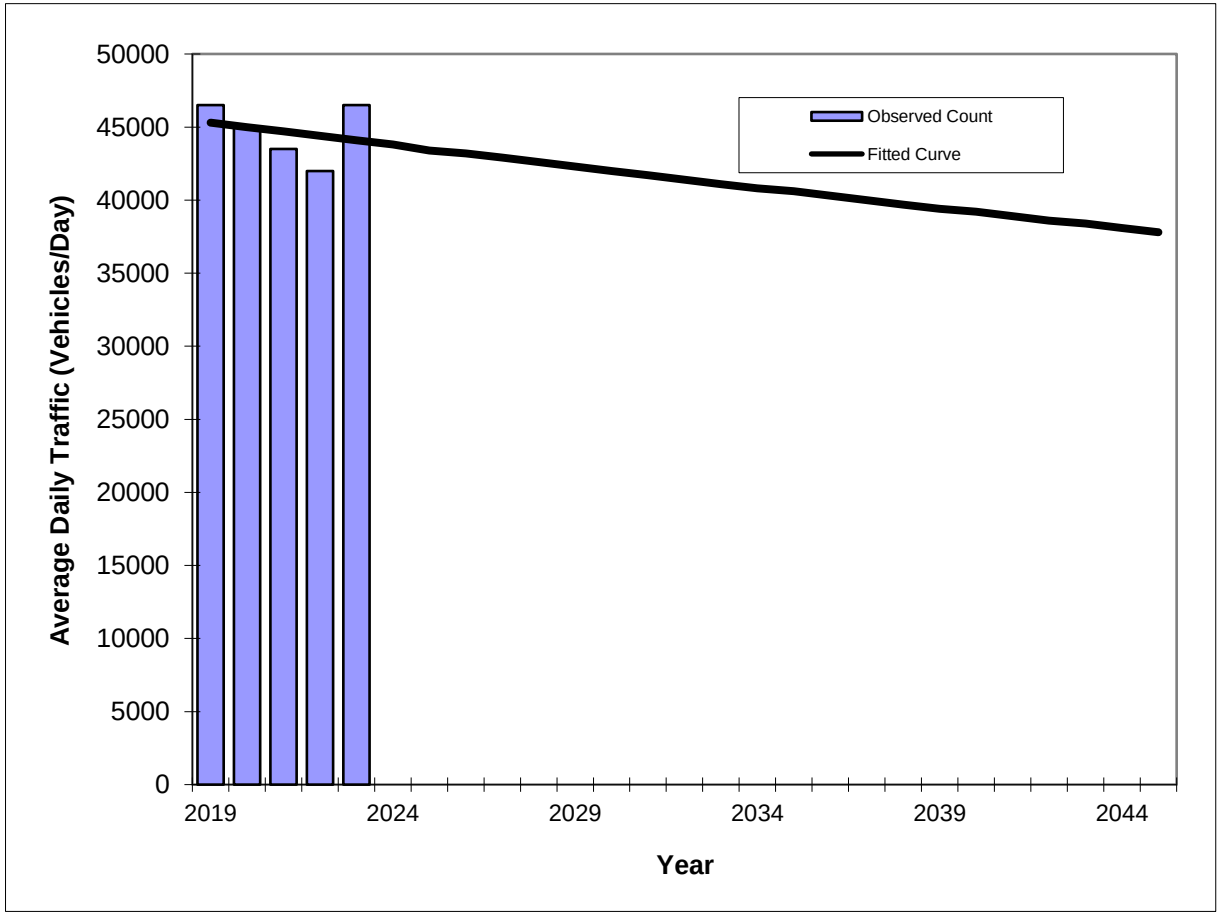
Straight Line Growth Option

***Axle-Adjusted**

Traffic Trends

SR 5/US 1 -- 200' N SR 922/NE 123 St

County:	Miami-Dade (87)
Station #:	2523
Highway:	SR 5/US 1



Year	Traffic (ADT/AADT) Count*	Trend**
2019	46500	45300
2020	45000	45000
2021	43500	44700
2022	42000	44400
2023	46500	44100

Trend R-squared:	6.12%
Compounded Annual Historic Growth Rate:	-0.67%
Printed:	11-Feb-25

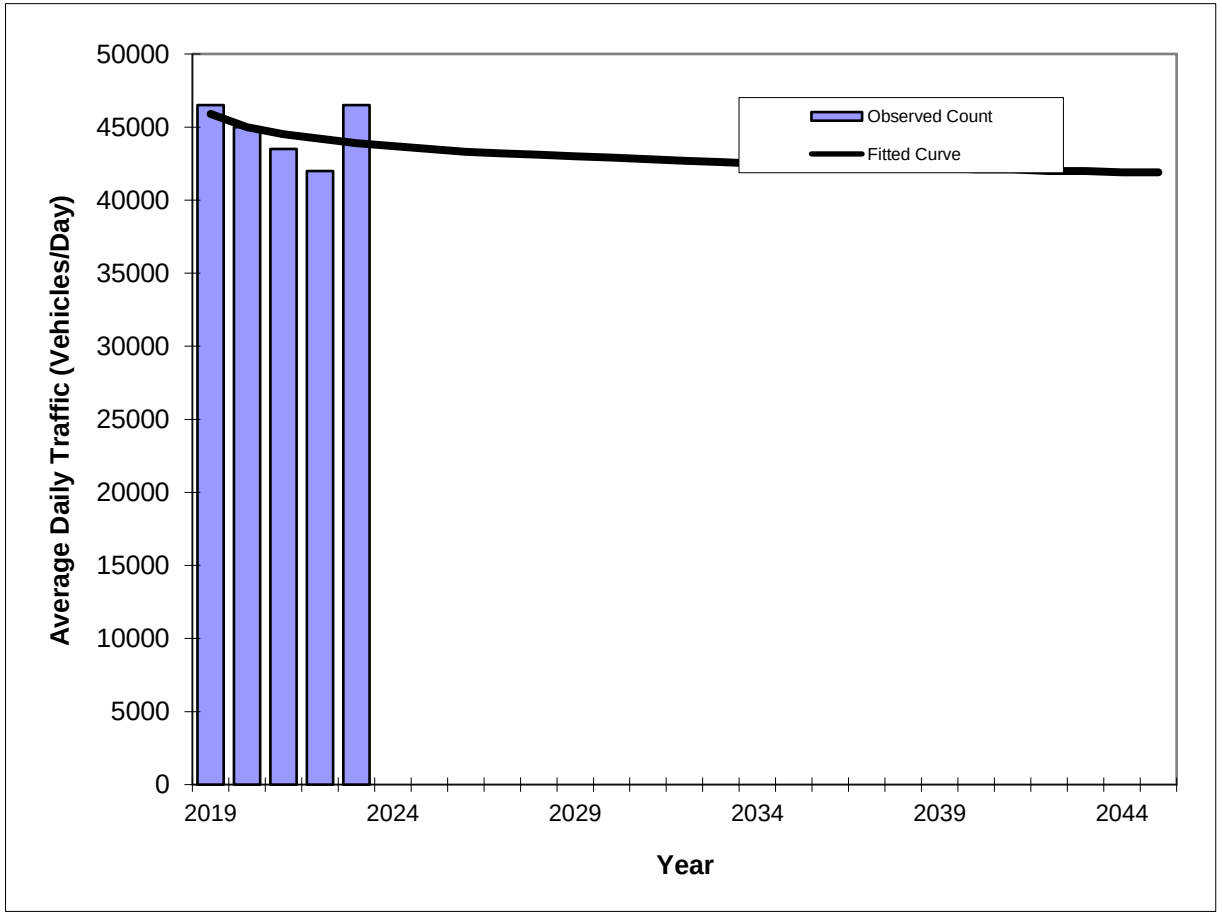
Exponential Growth Option

***Axle-Adjusted**

Traffic Trends

SR 5/US 1 -- 200' N SR 922/NE 123 St

County:	Miami-Dade (87)
Station #:	2523
Highway:	SR 5/US 1



Year	Traffic (ADT/AADT) Count*	Trend**
2019	46500	45900
2020	45000	45000
2021	43500	44500
2022	42000	44200
2023	46500	43900

Trend R-squared:	15.49%
Compounded Annual Historic Growth Rate:	-1.11%
Printed:	11-Feb-25

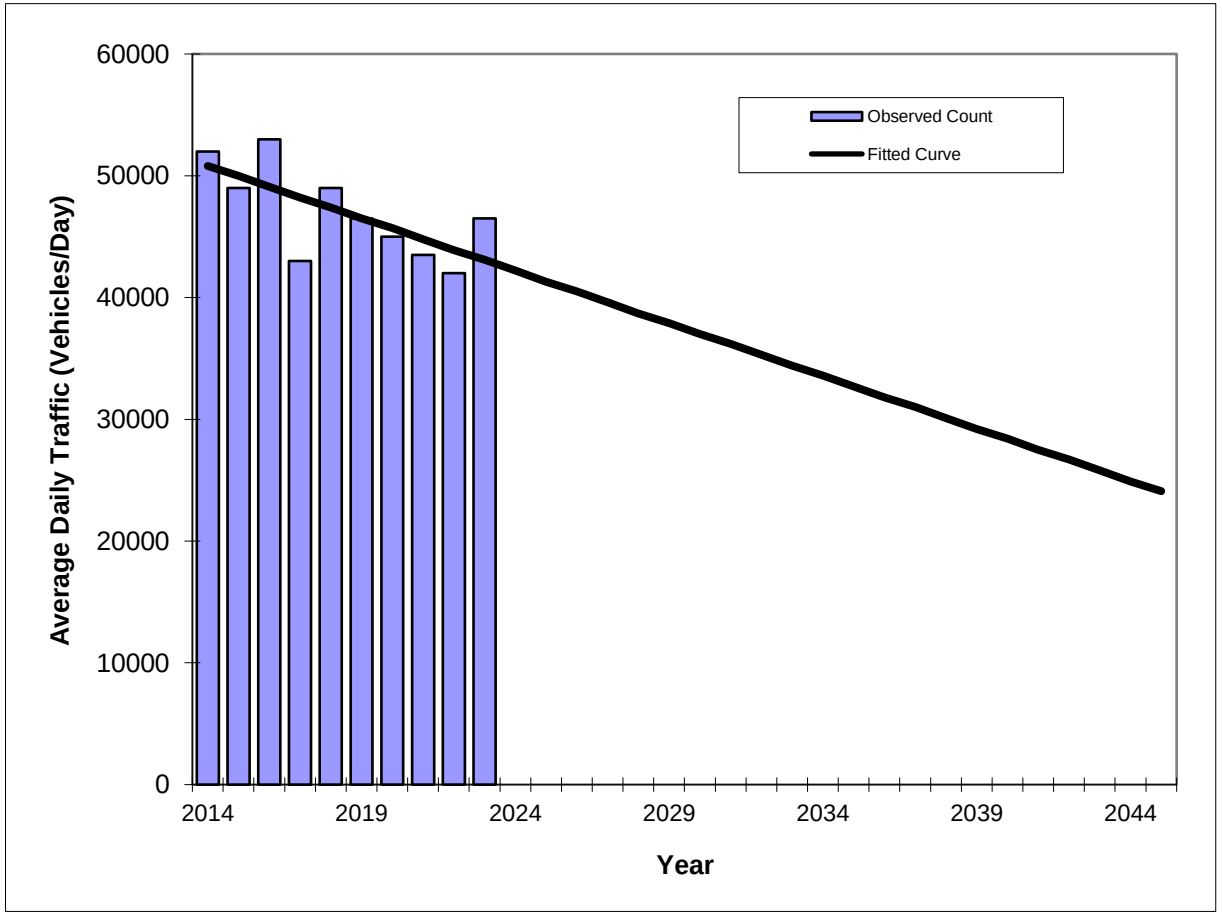
Decaying Exponential Growth Option

***Axle-Adjusted**

Traffic Trends

SR 5/US 1 -- 200' N SR 922/NE 123 St

County:	Miami-Dade (87)
Station #:	2523
Highway:	SR 5/US 1



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2014	52000	50800
2015	49000	50000
2016	53000	49100
2017	43000	48200
2018	49000	47400
2019	46500	46500
2020	45000	45700
2021	43500	44800
2022	42000	43900
2023	46500	43100

Trend R-squared:	48.56%
Trend Annual Historic Growth Rate:	-1.68%
Printed:	11-Feb-25

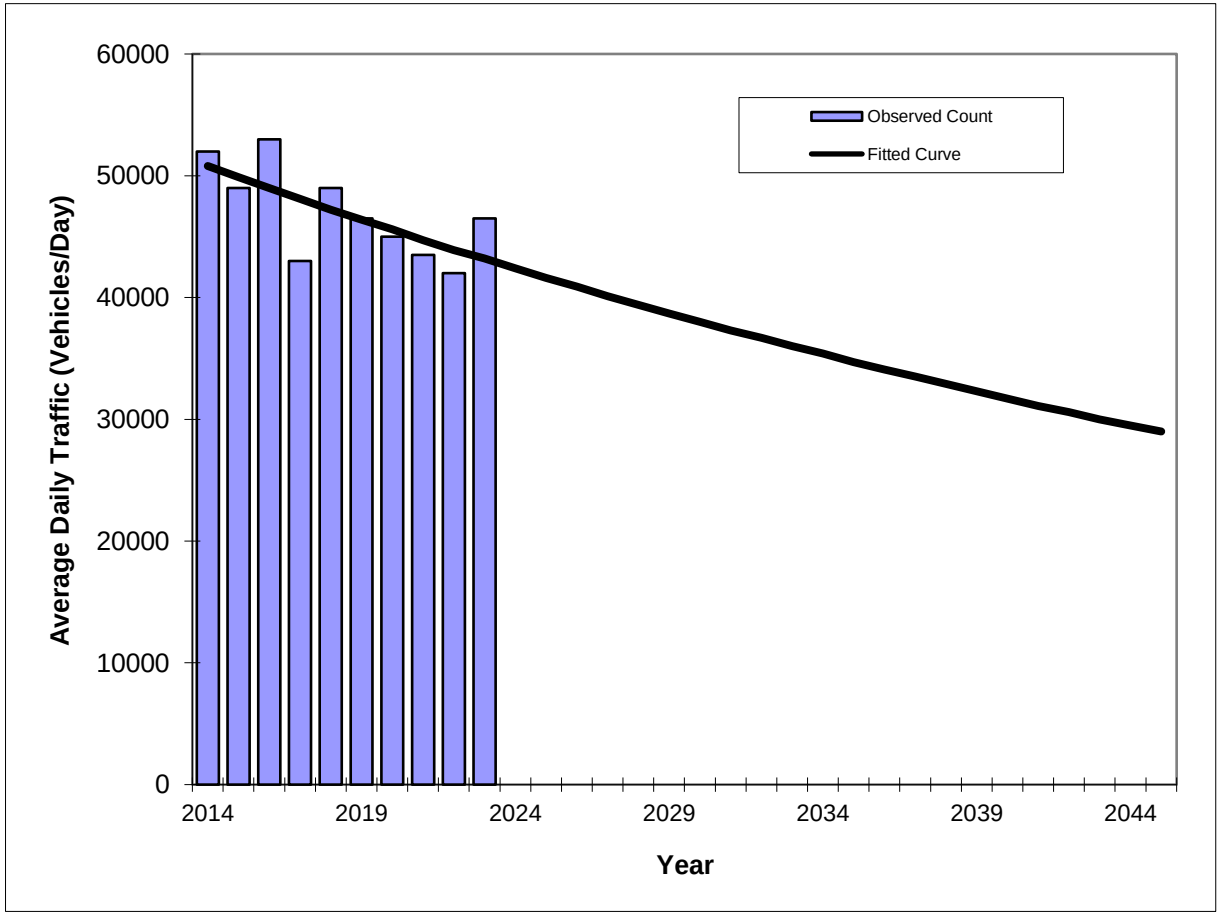
Straight Line Growth Option

***Axle-Adjusted**

Traffic Trends

SR 5/US 1 -- 200' N SR 922/NE 123 St

County:	Miami-Dade (87)
Station #:	2523
Highway:	SR 5/US 1



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2014	52000	50800
2015	49000	49900
2016	53000	49000
2017	43000	48100
2018	49000	47200
2019	46500	46400
2020	45000	45600
2021	43500	44700
2022	42000	43900
2023	46500	43200

Trend R-squared:	47.79%
Compounded Annual Historic Growth Rate:	-1.78%
Printed:	11-Feb-25

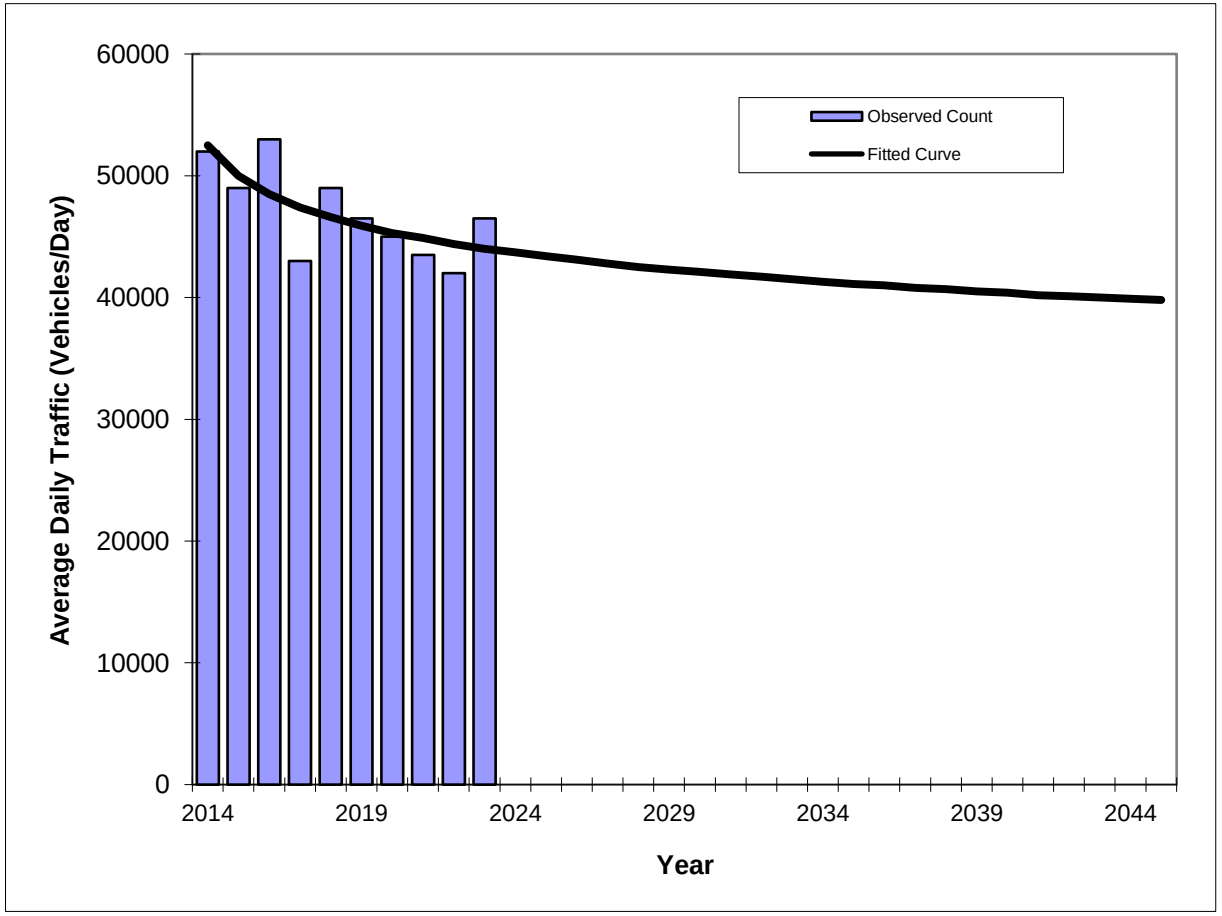
Exponential Growth Option

***Axle-Adjusted**

Traffic Trends

SR 5/US 1 -- 200' N SR 922/NE 123 St

County:	Miami-Dade (87)
Station #:	2523
Highway:	SR 5/US 1



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2014	52000	52500
2015	49000	50000
2016	53000	48500
2017	43000	47400
2018	49000	46600
2019	46500	45900
2020	45000	45300
2021	43500	44900
2022	42000	44400
2023	46500	44000

Trend R-squared:	51.68%
Compounded Annual Historic Growth Rate:	-1.94%
Printed:	11-Feb-25

Decaying Exponential Growth Option

***Axle-Adjusted**

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 87 - MIAMI-DADE

SITE: 5219 - SR 5/US-1, 1250' S NE 163 ST/SUNNY ISLES CSWY

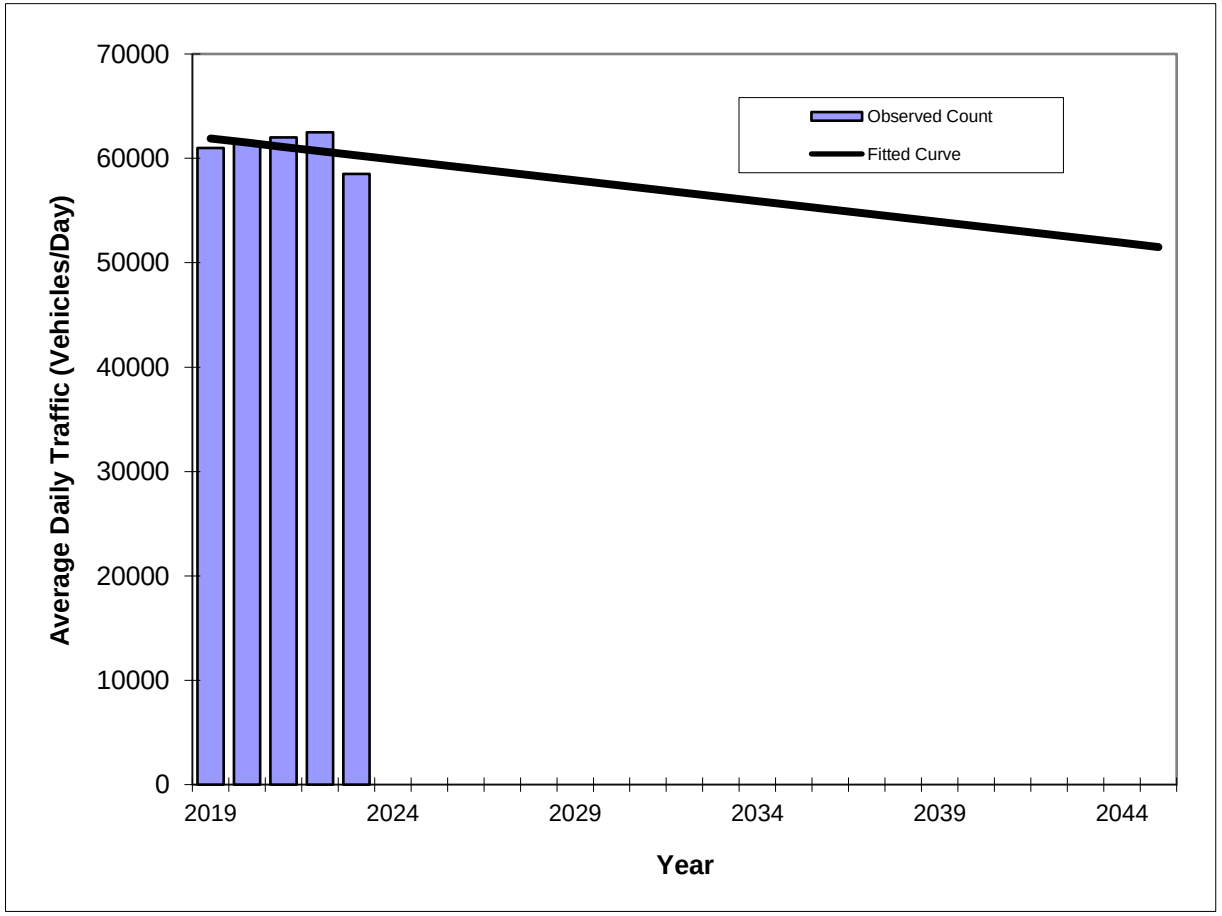
YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2023	58500 C	N 29500	S 29000	9.00	55.10	2.40
2022	62500 C	N 31500	S 31000	9.00	54.70	2.30
2021	57000 C	N 28500	S 28500	9.00	54.30	2.40
2020	49500 C	N 24500	S 25000	9.00	54.20	2.50
2019	61000 C	N 30000	S 31000	9.00	54.60	2.20
2018	59500 C	N 29500	S 30000	9.00	54.30	2.40
2017	63500 C	N 31500	S 32000	9.00	55.00	2.30
2016	63500 C	N 31000	S 32500	9.00	54.50	2.00
2015	60000 C	N 29500	S 30500	9.00	54.70	2.00
2014	55000 C	N 25500	S 29500	9.00	54.50	4.90
2013	54000 C	N 25000	S 29000	9.00	52.40	3.50
2012	64000 C	N 31000	S 33000	9.00	55.70	4.80
2011	61500 C	N 30500	S 31000	9.00	55.10	3.90
2010	60000 C	N 30000	S 30000	8.98	54.08	3.90
2009	60500 C	N 29500	S 31000	8.99	53.24	3.40
2008	55000 C	N 27000	S 28000	9.09	55.75	4.70

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends

SR 5/US 1 -- 1250' S NE 163 St/Sunny Isles Cswy

County:	Miami-Dade (87)
Station #:	5219
Highway:	SR 5/US 1



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2019	61000	61900
2020	61500	61500
2021	62000	61100
2022	62500	60700
2023	58500	60300

Trend R-squared:	16.49%
Trend Annual Historic Growth Rate:	-0.65%
Printed:	11-Feb-25

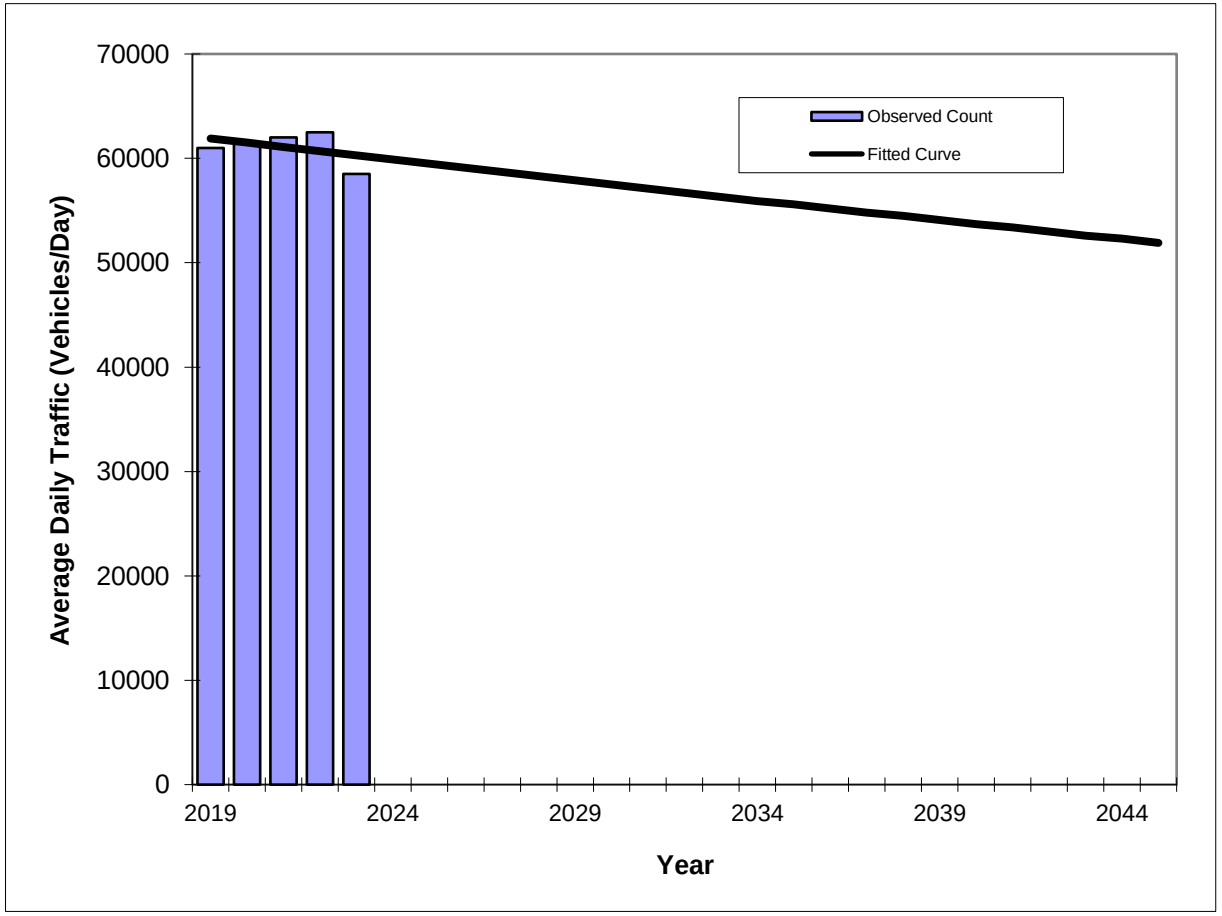
Straight Line Growth Option

***Axle-Adjusted**

Traffic Trends

SR 5/US 1 -- 1250' S NE 163 St/Sunny Isles Cswy

County:	Miami-Dade (87)
Station #:	5219
Highway:	SR 5/US 1



Year	Traffic (ADT/AADT) Count*	Trend**
2019	61000	61900
2020	61500	61500
2021	62000	61100
2022	62500	60700
2023	58500	60300

Trend R-squared:	17.14%
Compounded Annual Historic Growth Rate:	-0.65%
Printed:	11-Feb-25

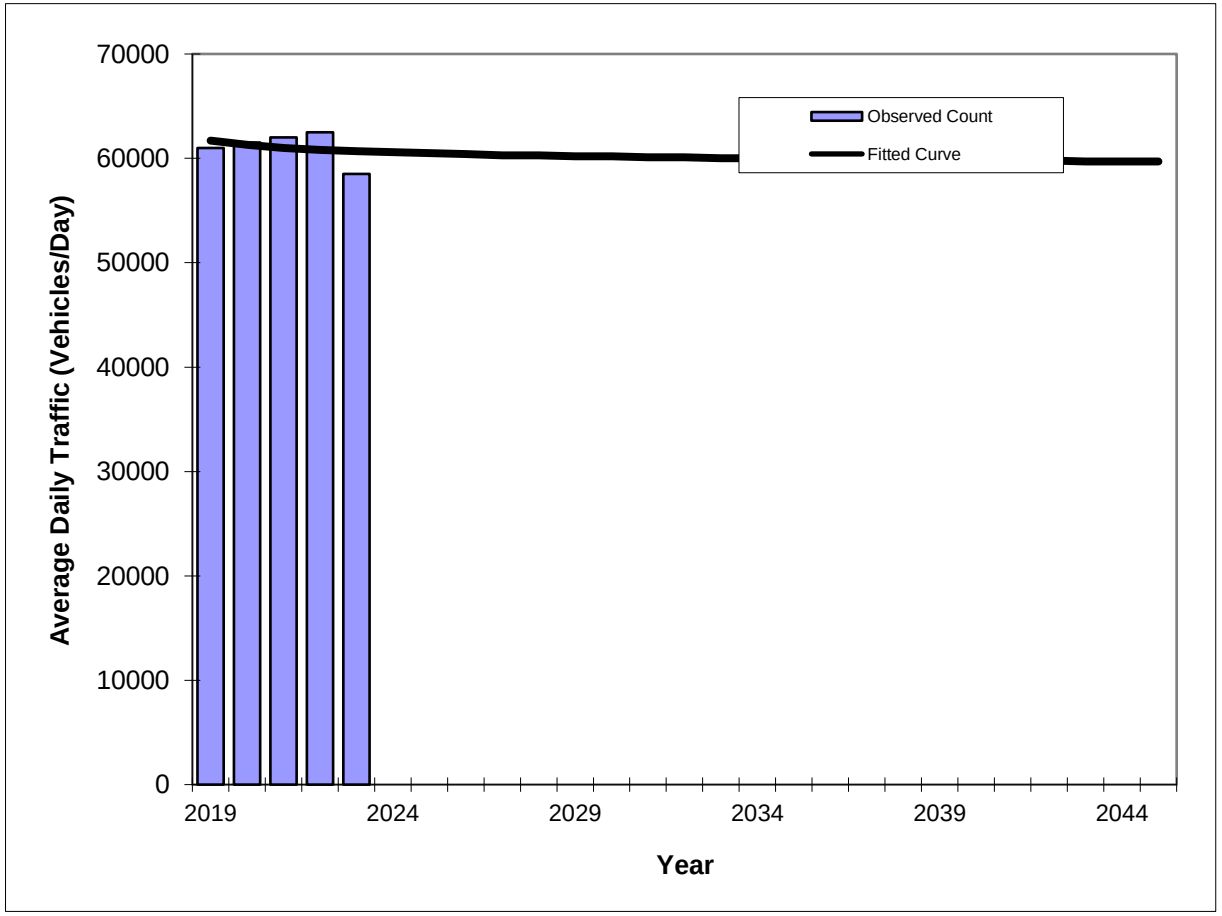
Exponential Growth Option

***Axle-Adjusted**

Traffic Trends

SR 5/US 1 -- 1250' S NE 163 St/Sunny Isles Cswy

County:	Miami-Dade (87)
Station #:	5219
Highway:	SR 5/US 1



Year	Traffic (ADT/AADT) Count*	Trend**
2019	61000	61700
2020	61500	61300
2021	62000	61000
2022	62500	60800
2023	58500	60700

Trend R-squared:	6.10%
Compounded Annual Historic Growth Rate:	-0.41%
Printed:	11-Feb-25

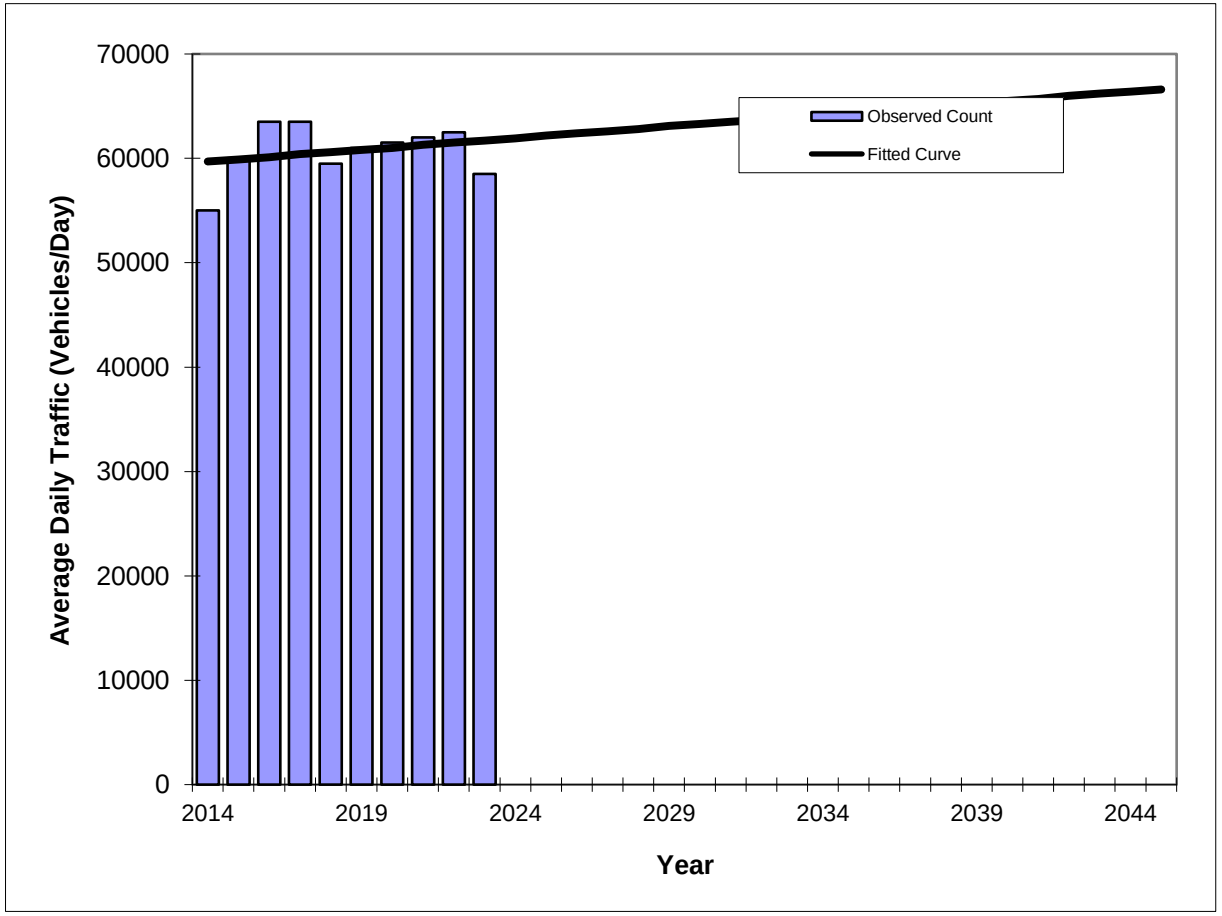
Decaying Exponential Growth Option

***Axle-Adjusted**

Traffic Trends

SR 5/US 1 -- 1250' S NE 163 St/Sunny Isles Cswy

County:	Miami-Dade (87)
Station #:	5219
Highway:	SR 5/US 1



Year	Traffic (ADT/AADT) Count*	Trend**
2014	55000	59700
2015	60000	59900
2016	63500	60100
2017	63500	60400
2018	59500	60600
2019	61000	60800
2020	61500	61000
2021	62000	61300
2022	62500	61500
2023	58500	61700

Trend R-squared:	6.85%
Trend Annual Historic Growth Rate:	0.37%
Printed:	11-Feb-25

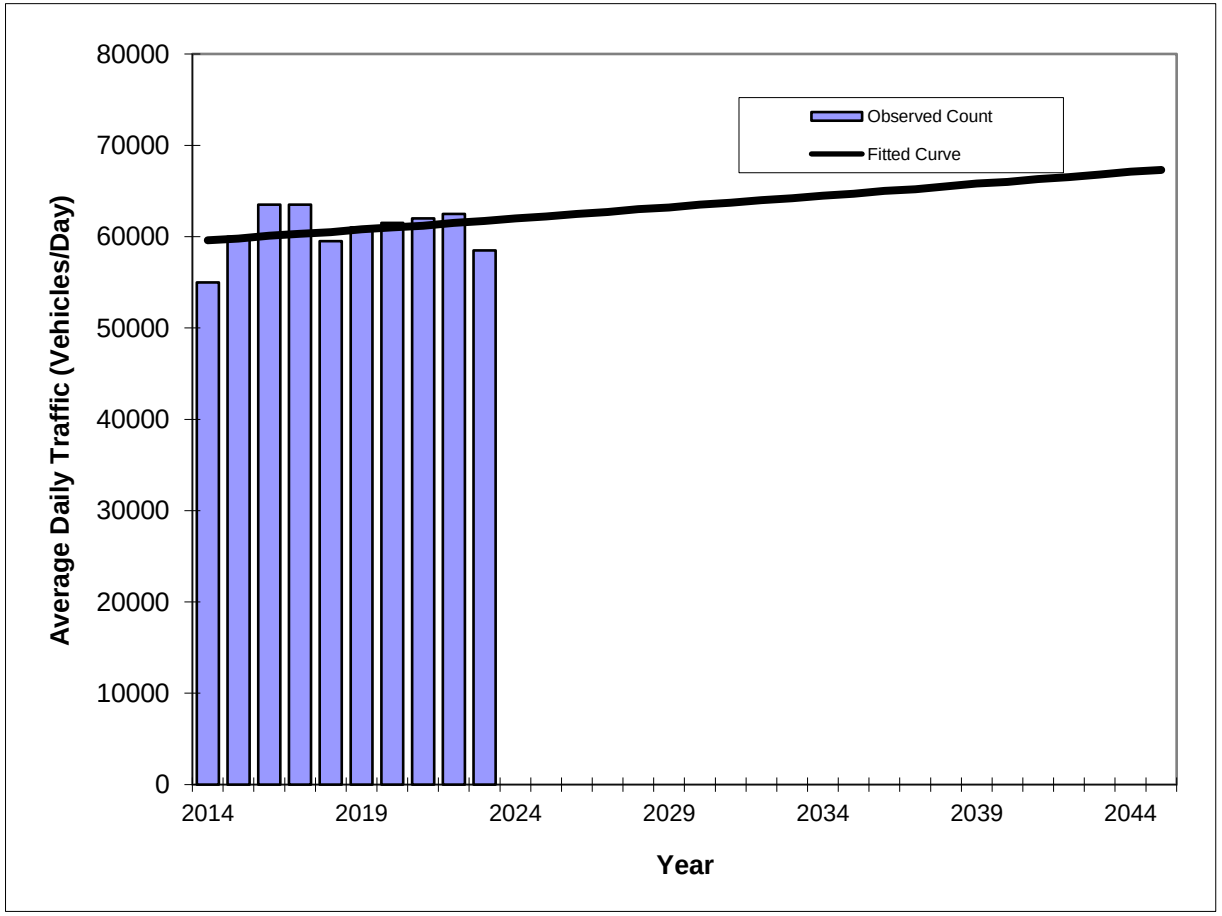
Straight Line Growth Option

***Axle-Adjusted**

Traffic Trends

SR 5/US 1 -- 1250' S NE 163 St/Sunny Isles Cswy

County:	Miami-Dade (87)
Station #:	5219
Highway:	SR 5/US 1



Year	Traffic (ADT/AADT) Count*	Trend**
2014	55000	59600
2015	60000	59800
2016	63500	60100
2017	63500	60300
2018	59500	60500
2019	61000	60800
2020	61500	61000
2021	62000	61200
2022	62500	61500
2023	58500	61700

Trend R-squared:	7.46%
Compounded Annual Historic Growth Rate:	0.39%
Printed:	11-Feb-25

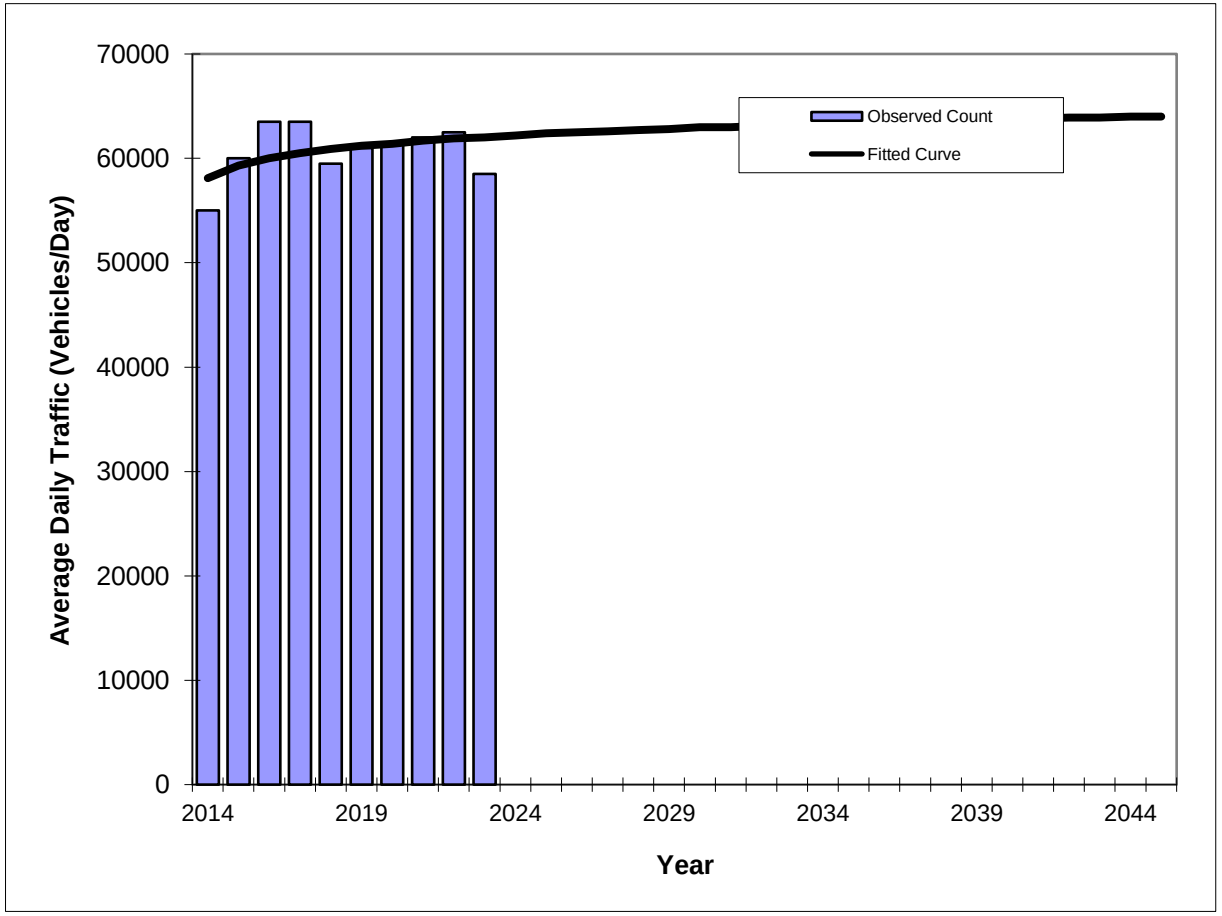
Exponential Growth Option

***Axle-Adjusted**

Traffic Trends

SR 5/US 1 -- 1250' S NE 163 St/Sunny Isles Cswy

County:	Miami-Dade (87)
Station #:	5219
Highway:	SR 5/US 1



Year	Traffic (ADT/AADT) Count*	Trend**
2014	55000	58100
2015	60000	59300
2016	63500	60000
2017	63500	60500
2018	59500	60900
2019	61000	61200
2020	61500	61400
2021	62000	61700
2022	62500	61900
2023	58500	62000

Trend R-squared:	23.10%
Compounded Annual Historic Growth Rate:	0.72%
Printed:	11-Feb-25

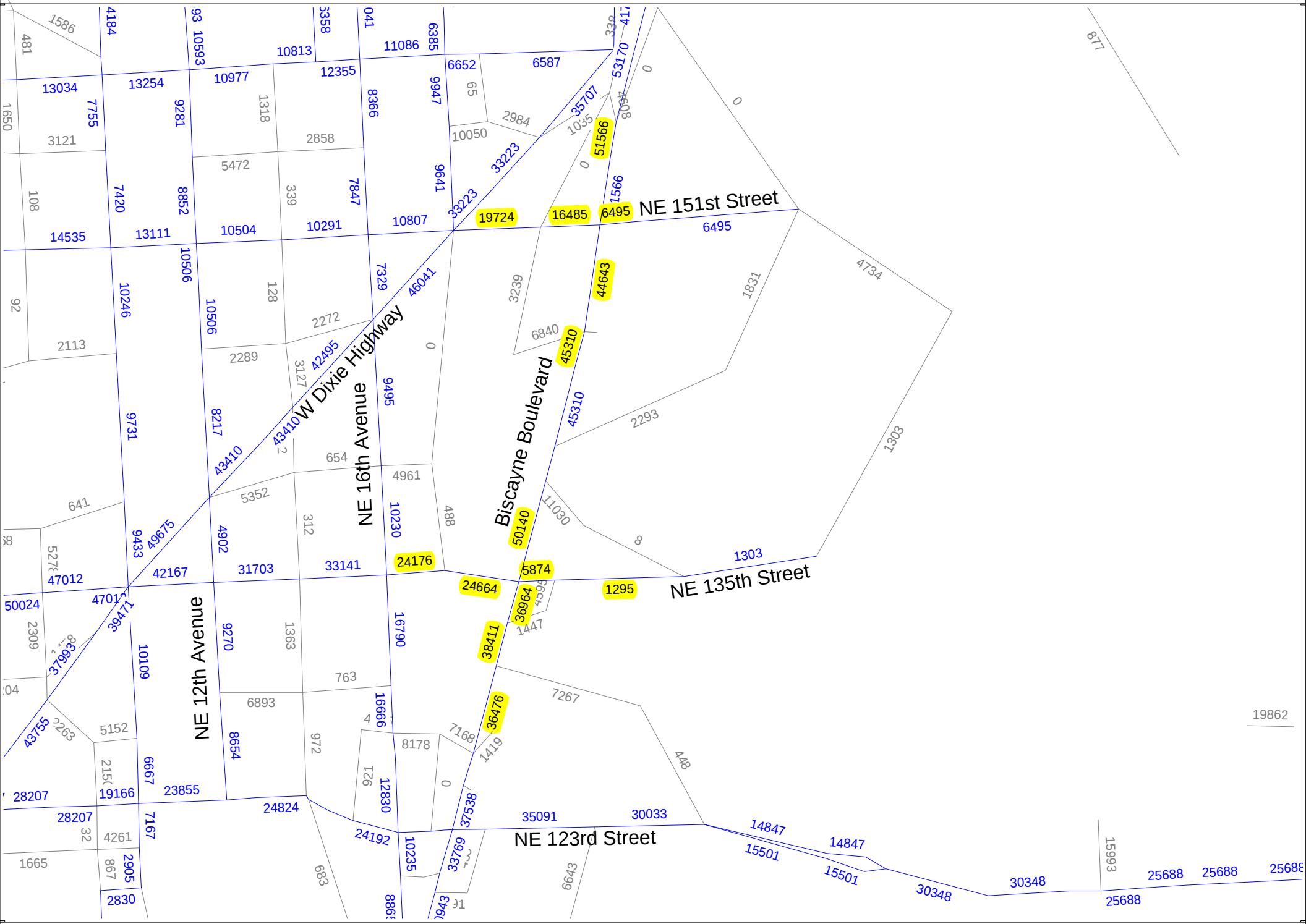
Decaying Exponential Growth Option

***Axle-Adjusted**

SERPM Analysis

SERPM Growth Rate Summary					
Street Name	**2015**	**2045**	**Difference**	**Growth Rate**	**Annual Growth Rate**
NE 151st Street	19,724	29,899	10,175	51.59%	1.72%
	16,485	26,070	9,585	58.14%	1.94%
	6,495	20,141	13,646	210.10%	7.00%
NE 135th Street	24,176	32,870	8,694	35.96%	1.20%
	24,664	33,445	8,781	35.60%	1.19%
	5,874	7,197	1,323	22.52%	0.75%
	1,295	1,849	554	42.78%	1.43%
Biscayne Boulevard	51,566	67,554	15,988	31.00%	1.03%
	44,643	51,665	7,022	15.73%	0.52%
	45,310	52,524	7,214	15.92%	0.53%
	50,140	67,148	17,008	33.92%	1.13%
	36,964	48,665	11,701	31.66%	1.06%
	38,411	50,683	12,272	31.95%	1.06%
	36,476	48,128	11,652	31.94%	1.06%
Total	**402,223**	**537,838**	**135,615**	**33.72%**	**1.12%**

NAI Development
2015 Volumes
SERPM 8.543



cube
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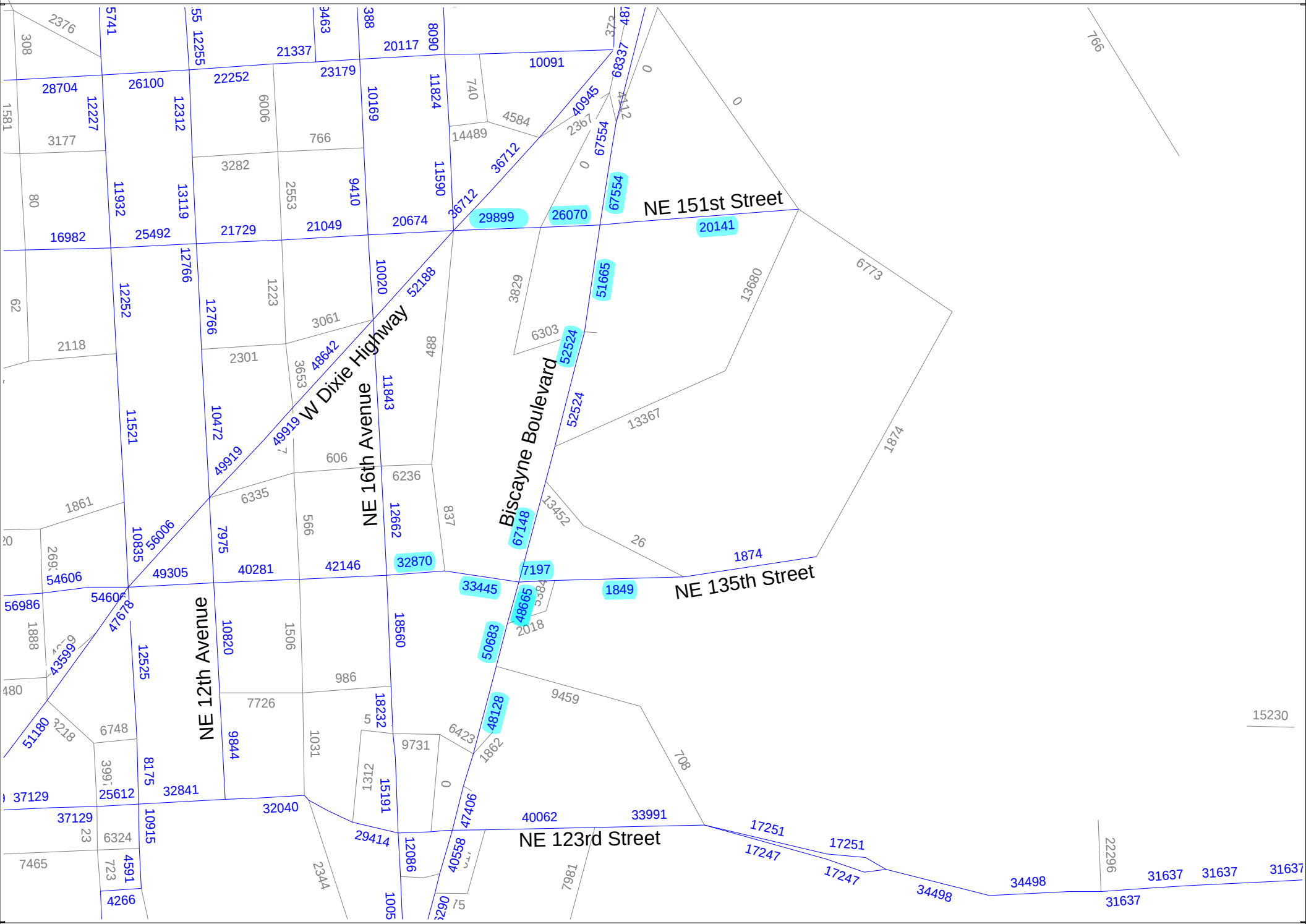
NAI Development
2045 Volumes
SERPM 8.543



cube
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Appendix E

Committed Developments

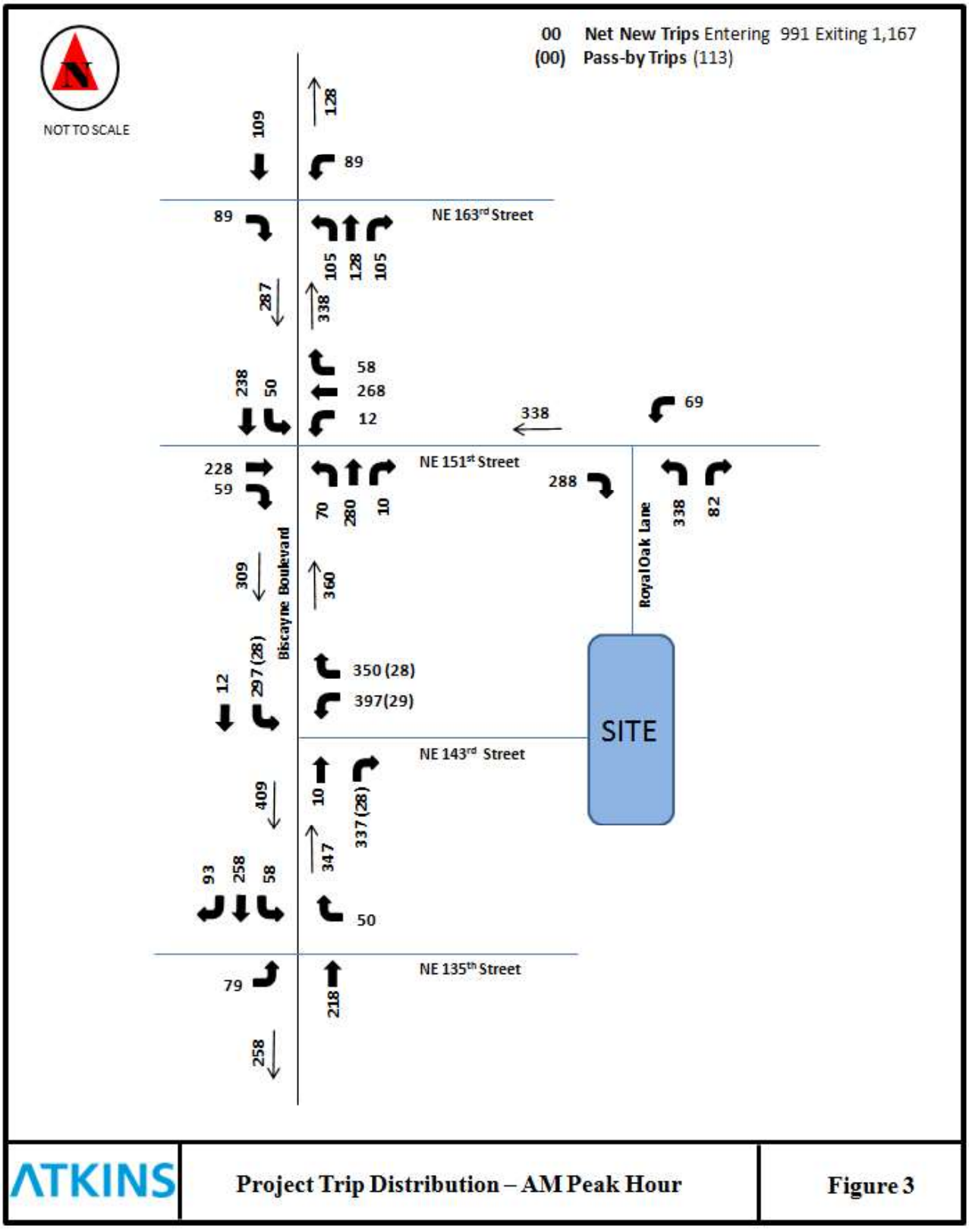
Traffic Due Diligence Assessment Update for Submittal to the City of North Miami

BISCAYNE LANDING
North Miami, Florida

Prepared By

ATKINS

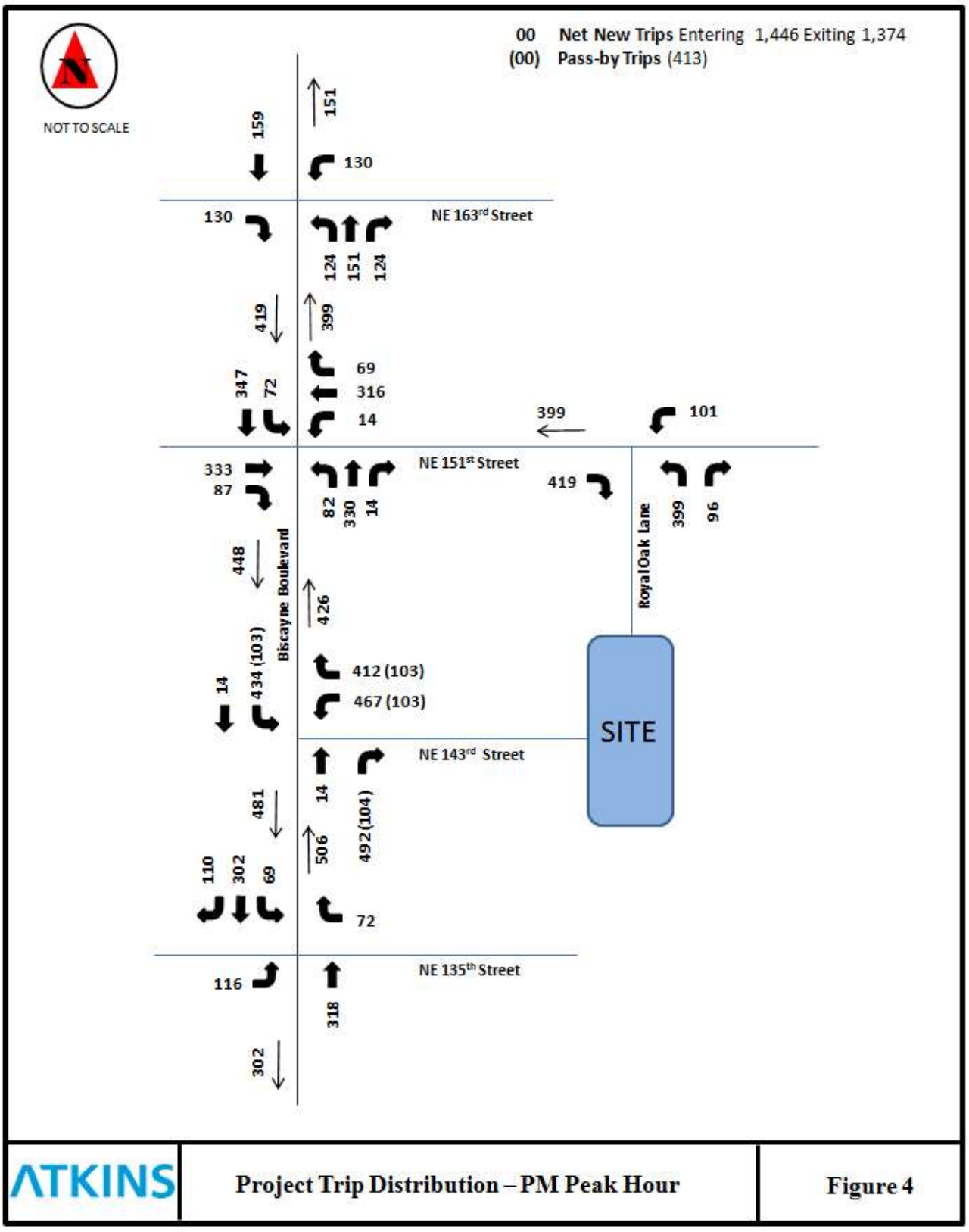
April 12, 2013



ATKINS

Project Trip Distribution – AM Peak Hour

Figure 3



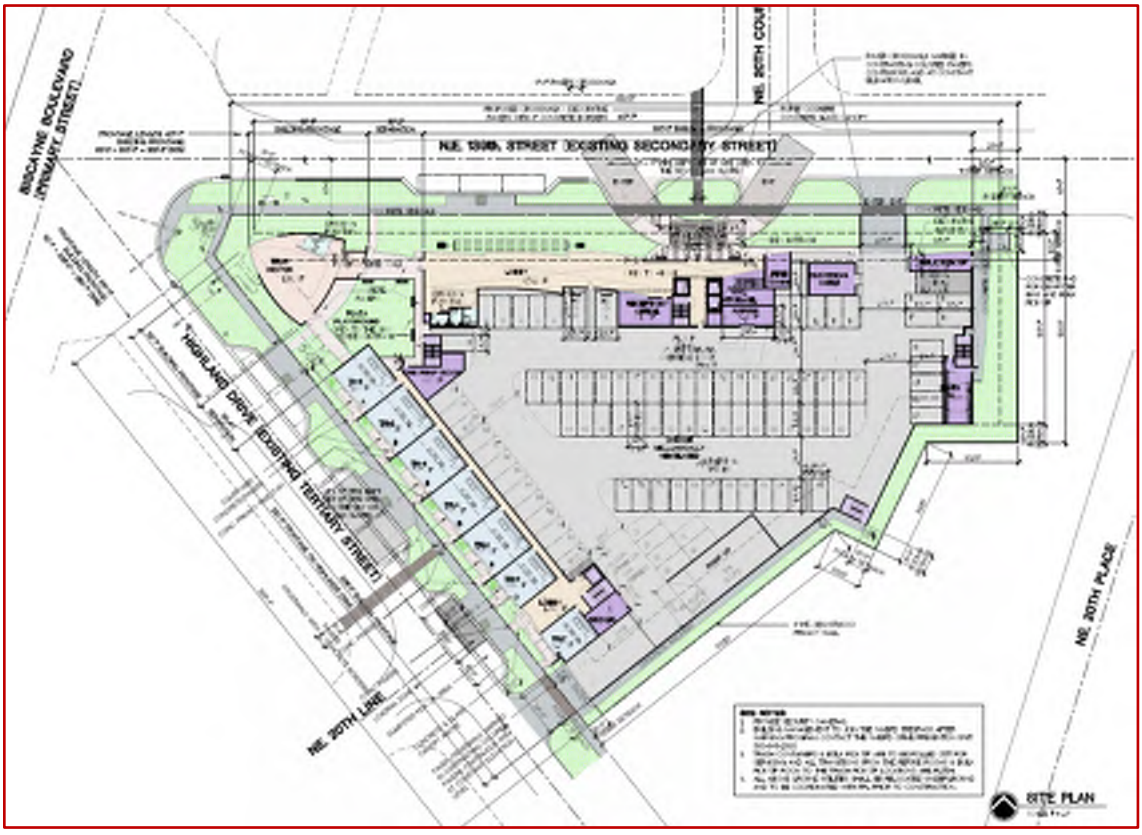
ATKINS

Project Trip Distribution – PM Peak Hour

Figure 4

Traffic Impact Analysis for
Submittal to the
City of North Miami Beach

Capri – 13899 Biscayne Boulevard
North Miami Beach, Florida



Kimley»Horn

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December 2018
143005000

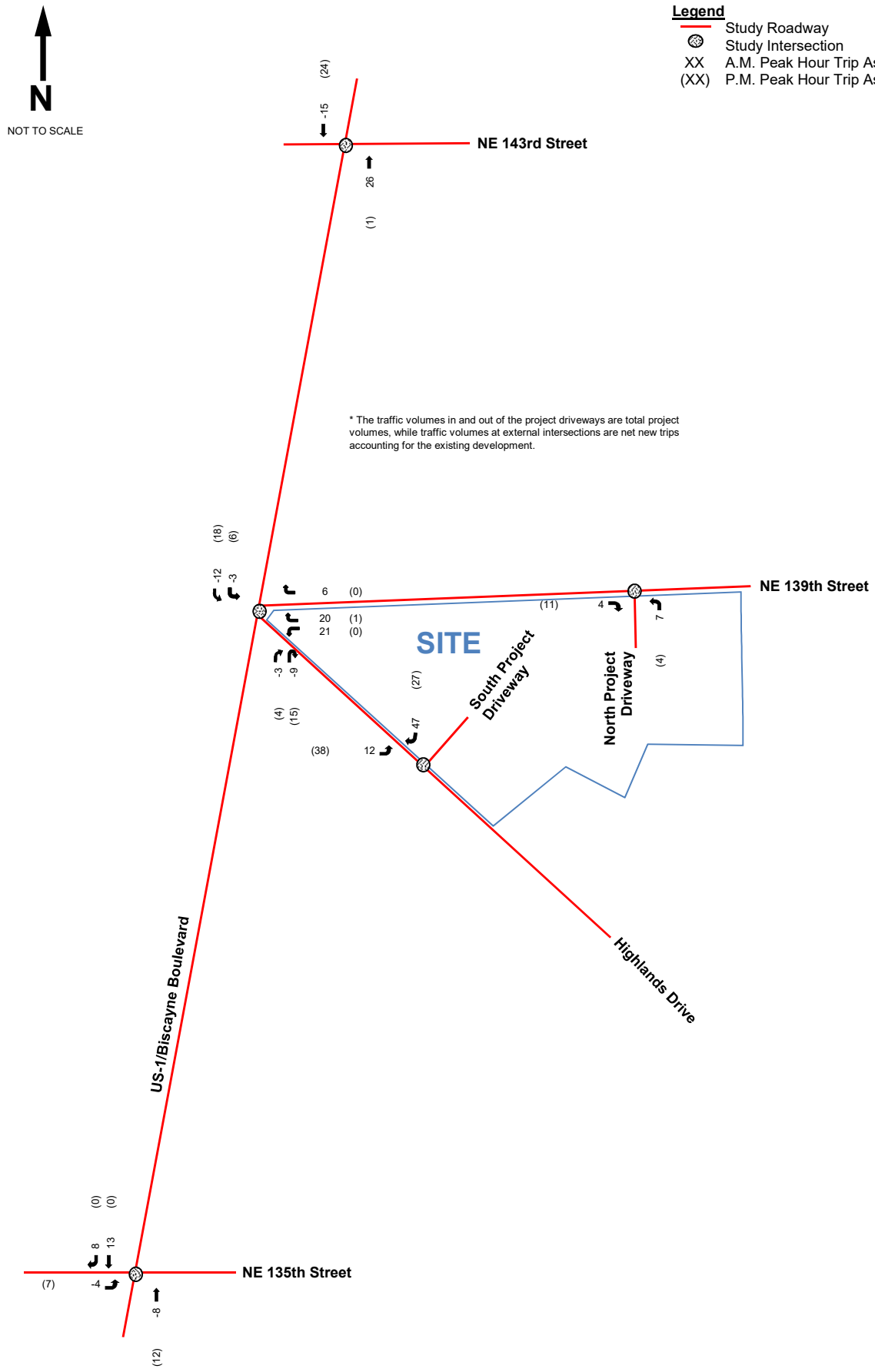

Figure 5
Peak Hour Project Trip Assignment
Capri - 13899 Biscayne Boulevard
North Miami Beach, Florida

Kimley»Horn

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AM PEAK HOUR TRIP GENERATION COMPARISON

EXISTING WEEKDAY AM PEAK HOUR TRIP GENERATION

		ITE TRIP GENERATION CHARACTERISTICS						DIRECTIONAL DISTRIBUTION		GROSS VOLUMES			MULTIMODAL REDUCTION		EXTERNAL TRIPS			INTERNAL CAPTURE		NET NEW EXTERNAL TRIPS			PASS-BY CAPTURE		NET NEW EXTERNAL TRIPS		
		Land Use	Land Use Type	ITE Edition	ITE Code	Scale	ITE Units	Percent In	Percent Out	In	Out	Total	Percent	MR Trips	In	Out	Total	Percent	IC Trips	In	Out	Total	Percent	PB Trips	In	Out	Total
GROUP 1	1	General Office Building	Office	10	710	36.611	ksf	86%	14%	52	9	61	17.5%	11	43	7	50	0.0%	0	43	7	50	0.0%	0	43	7	50
	2																										
	3																										
	4																										
	5																										
	6																										
	7																										
	8																										
	9																										
	10																										
	11																										
	12																										
	13																										
	14																										
	15																										
		ITE Land Use Code			Rate or Equation			**Total:**		52	9	61	17.5%	11	43	7	50	0.0%	0	43	7	50	0.0%	0	43	7	50
		710			Y=0.94*(X)+26.49																						

PROPOSED WEEKDAY AM PEAK HOUR TRIP GENERATION

		ITE TRIP GENERATION CHARACTERISTICS						DIRECTIONAL DISTRIBUTION		GROSS VOLUMES			MULTIMODAL REDUCTION		EXTERNAL TRIPS			INTERNAL CAPTURE		NET NEW EXTERNAL TRIPS			PASS-BY CAPTURE		NET NEW EXTERNAL TRIPS		
		Land Use	Land Use Type	ITE Edition	ITE Code	Scale	ITE Units	Percent In	Percent Out	In	Out	Total	Percent	MR Trips	In	Out	Total	Percent	IC Trips	In	Out	Total	Percent	PB Trips	In	Out	Total
GROUP 2	1	Multifamily Housing (High-Rise)	Residential	10	222	259	du	24%	76%	20	65	85	17.5%	15	16	54	70	0.0%	0	16	54	70	0.0%	0	16	54	70
	2																										
	3																										
	4																										
	5																										
	6																										
	7																										
	8																										
	9																										
	10																										
	11																										
	12																										
	13																										
	14																										
	15																										
		ITE Land Use Code			Rate or Equation			**Total:**		20	65	85	17.5%	15	16	54	70	0.0%	0	16	54	70	0.0%	0	16	54	70
		222			Y=0.28*(X)+12.86																						

	IN	OUT	TOTAL
NET NEW TRIPS	**-27**	**47**	**20**

PM PEAK HOUR TRIP GENERATION COMPARISON

EXISTING WEEKDAY PM PEAK HOUR TRIP GENERATION

		ITE TRIP GENERATION CHARACTERISTICS						DIRECTIONAL DISTRIBUTION		GROSS VOLUMES			MULTIMODAL REDUCTION		EXTERNAL TRIPS			INTERNAL CAPTURE		NET NEW EXTERNAL TRIPS			PASS-BY CAPTURE		NET NEW EXTERNAL TRIPS		
		Land Use	Land Use Type	ITE Edition	ITE Code	Scale	ITE Units	Percent In	Percent Out	In	Out	Total	Percent	MR Trips	In	Out	Total	Percent	IC Trips	In	Out	Total	Percent	PB Trips	In	Out	Total
GROUP 1	1	General Office Building	Office	10	710	36.611	ksf	16%	84%	7	37	44	17.5%	8	6	30	36	0.0%	0	6	30	36	0.0%	0	6	30	36
	2																										
	3																										
	4																										
	5																										
	6																										
	7																										
	8																										
	9																										
	10																										
	11																										
	12																										
	13																										
	14																										
	15																										
		ITE Land Use Code			Rate or Equation				**Total:**	7	37	44	17.5%	8	6	30	36	0.0%	0	6	30	36	0.0%	0	6	30	36
		710			LN(Y) = 0.95*LN(X)+0.36																							

PROPOSED WEEKDAY PM PEAK HOUR TRIP GENERATION

		ITE TRIP GENERATION CHARACTERISTICS						DIRECTIONAL DISTRIBUTION		GROSS VOLUMES			MULTIMODAL REDUCTION		EXTERNAL TRIPS			INTERNAL CAPTURE		NET NEW EXTERNAL TRIPS			PASS-BY CAPTURE		NET NEW EXTERNAL TRIPS		
		Land Use	Land Use Type	ITE Edition	ITE Code	Scale	ITE Units	Percent In	Percent Out	In	Out	Total	Percent	MR Trips	In	Out	Total	Percent	IC Trips	In	Out	Total	Percent	PB Trips	In	Out	Total
GROUP 2	1	Multifamily Housing (High-Rise)	Residential	10	222	259	du	61%	39%	59	38	97	17.5%	17	49	31	80	0.0%	0	49	31	80	0.0%	0	49	31	80
	2																										
	3																										
	4																										
	5																										
	6																										
	7																										
	8																										
	9																										
	10																										
	11																										
	12																										
	13																										
	14																										
	15																										
		ITE Land Use Code			Rate or Equation				**Total:**	59	38	97	17.5%	17	49	31	80	0.0%	0	49	31	80	0.0%	0	49	31	80
		222			Y=0.34*(X)+8.56																							

	IN	OUT	TOTAL
NET NEW TRIPS	**43**	**1**	**44**

Appendix F

Transit Route Information

SERVICE FREQUENCIES
FRECUENCIAS DE SERVICIO / FREKANS SÈVIS YO

	FROM DESDE / DE	TO HASTA / A	EVERY CADA / CHAK
WEEKDAY DIAS LABORABLES LASEMÈN	12:00 a.m.	4:00 a.m.	60 min
	4:00 a.m.	6:00 a.m.	30 min
	6:00 a.m.	10:00 p.m.	15 min
	10:00 p.m.	12:00 a.m.	30 min
SATURDAY SÁBADO SAMDI	12:00 a.m.	5:00 a.m.	60 min
	5:00 a.m.	7:00 a.m.	30 min
	7:00 a.m.	10:00 p.m.	15 min
	10:00 p.m.	12:00 a.m.	30 min
SUNDAY DOMINGO DIMANCH	12:00 a.m.	5:00 a.m.	60 min
	5:00 a.m.	7:00 a.m.	30 min
	7:00 a.m.	10:00 p.m.	15 min
	10:00 p.m.	12:00 a.m.	30 min

Frequencies are approximate and may vary depending on traffic and road conditions.
Las frecuencias son aproximadas, pues dependen del tráfico y otras condiciones de las vías.
Asosye yo apwoksimatif epi yo ka varye selon kondisyon sikilasyon sou wout yo.

Language Assistance: Miami-Dade Transit (MDT) is committed to providing information about its transit services to passengers with limited English as part of its non-discrimination program. MDT publishes route information in Spanish and Haitian Creole and offers assistance in both languages at our Call Center at 3-1-1 or 305- 468-5900. For more information, call MDT's Office of Civil Rights & Labor Relations at 786-469-5486.

Miami-Dade County provides equal access and equal opportunity in employment and does not discriminate on the basis of disability in its programs or services. Auxiliary aids and services for communication are available with five days' advance notice. For material in alternate format (audiotape, Braille or computer disk), a signlanguage interpreter or other accommodations, please contact: Miami-Dade Transit, Office of Civil Rights and Labor Relations, 701 NW 1st Court, Suite 1700, Miami, FL 33136. Attention: ADA Coordinator. Telephone: 786-469-5225, Fax: 786-469-5589. E-mail: DTPW-ADA@miamidade.gov.

Español: El Departamento de Transporte Público de Miami-Dade (MDT, su sigla en inglés) está dedicado a proveer información sobre sus servicios a los pasajeros que no hablan inglés. MDT publica información sobre sus rutas de autobús en español y creole haitiano y ofrece asistencia en ambos idiomas en nuestro Centro de Llamadas en el 3-1-1 o 305-468-5900. Para más informacion, llame la Oficina de Derechos Humanos y Relaciones Laborales de MDT al 786-469-5486.

El Condado de Miami-Dade ofrece igualdad de acceso y de oportunidades en el empleo y no practica la discriminación por discapacidad, en sus programas o servicios. Los dispositivos y servicios de ayuda auditiva para la comunicación están disponibles previa solicitud, con cinco días de anticipación. Para obtener materiales en formato alternativo (cinta de audio, Braille o disco de computadora), para solicitar un intérprete del lenguaje de las señas u otros servicios similares sírvase llamar a: Transporte de Miami-Dade, Oficina de Derechos Civiles y Relaciones Laborales, 701 NW 1st Court, Suite 1700, Miami, FL 33136. Atención: ADA Coordinator. Teléfono: 786-469-5225, Fax: 786-469-5589. Correo electrónico: DTPW-ADA@miamidade.gov.

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Konte Miami-Dade bay aksè ak opòtinite egal ego nan anplwa epi li pa fè diskriminasyon baze sou enfi mite nan pwogram li yo ak sèvis li yo. Aparèy ak sèvis kominikasyon pou moun ki pa tande/wè byen yo disponib ak yon preyavi senk jou. Pou jwenn dokiman nan lòt fòma (tep odyo, Bray oswa disk konpit), sèvis yon entèprèt ki pale lang siy oswa lòt akomodasyon, tanpri kontakte: Miami-Dade Transit, Biwo Dwa Civil ak Relasyon Travay, 701 NW 1st Court, Suite 1700, Miami, FL 33136. Atansyon: ADA Coordinator. Telefòn: 786-469-5225, Faks: 786-469-5589. Imel: DTPW-ADA@miamidade.gov.

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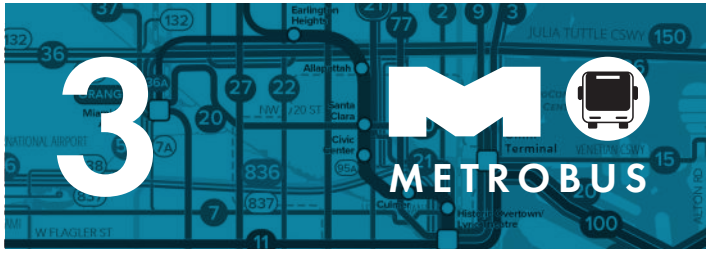


APRIL 2024 ABRIL 2024 | AVRIL 2024

- Local service seven days a week
- Travels from Aventua Bus Terminal to Downtown Miami along Biscayne Blvd
- Downtown Metrobus Terminal

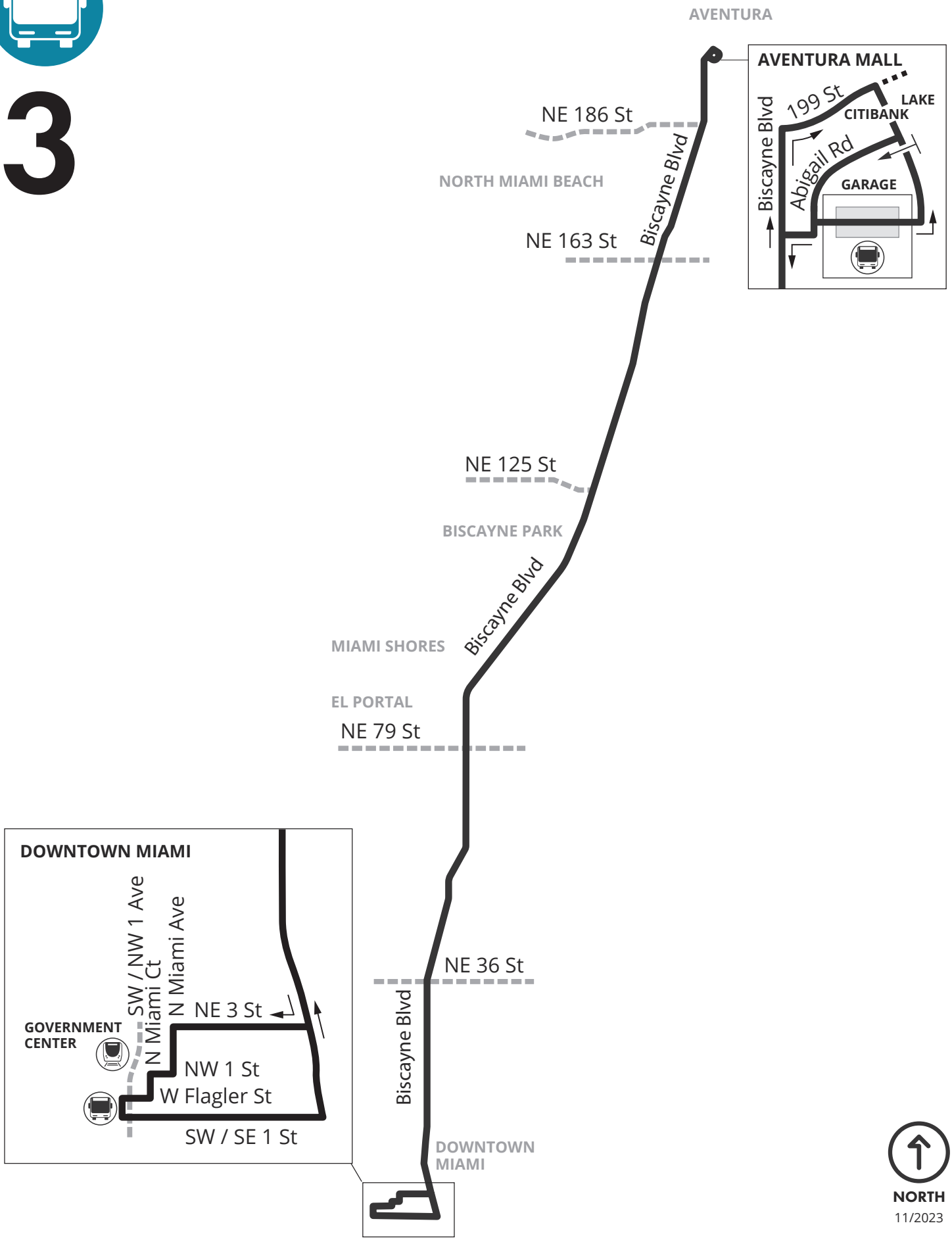
- Servicio local los siete días de la semana.
- Va desde la terminal de autobuses de Aventura hasta el downtown de Miami por Biscayne Blvd.
- Con paradas en la terminal del Metrobús en el downtown.

- Sèvis lokal sèt jou sou sèt.
- Vwayaje soti nan Tèminal Otobis Aventura pou rive nan Anba lavial Miami atravè Biscayne Blvd.
- Arè yo gen ladan tèminal Metrobus anba lavil la

MORE INFORMATION
MÁS INFORMACIÓN | PLIS ENFÒMASYON

MIAMI-DADE COUNTY
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

3


AVENTURA
AVENTURA MALL
199 St
LAKE
CITIBANK
Biscayne Blvd
Abigail Rd
GARAGE
NE 186 St
NORTH MIAMI BEACH
Biscayne Blvd
NE 163 St
NE 125 St
BISCAYNE PARK
Biscayne Blvd
MIAMI SHORES
EL PORTAL
NE 79 St
DOWNTOWN MIAMI
SW / NW 1 Ave
N Miami Ct
N Miami Ave
NE 3 St
GOVERNMENT CENTER
NW 1 St
W Flagler St
SW / SE 1 St
NE 36 St
Biscayne Blvd
DOWNTOWN MIAMI
NORTH

11/2023

SERVICE FREQUENCIES

FRECUENCIAS DE SERVICIO / FREKANS SÈVIS YO

	FROM DESDE / DE	TO HASTA / A	EVERY CADA / CHAK
WEEKDAY DIAS LABORABLES LASEMÈN	**6:00 a.m.**	**9:00 a.m.**	**30 min**
	3:00 p.m.	**6:00 p.m.**	**30 min**

Frequencies are approximate and may vary depending on traffic and road conditions / Frecuencias son aproximadas, pues dependen del trafico y otras condiciones de las vias / Asosye yo apwoksimatif epi yo ka varye selon kondisyon sikilasyon sou wout yo

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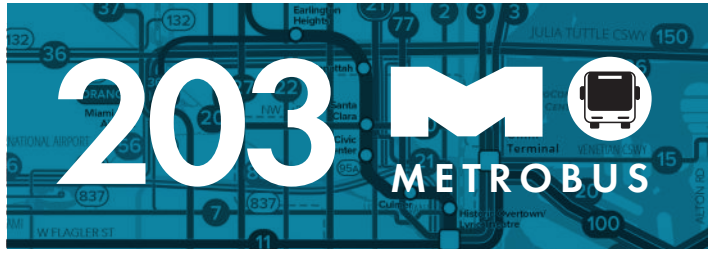


MARCH 2024 MARZO 2024 | MAS 2024

BISCAYNE MAX

- Limited-stop weekday service.
- Travels from the Bus Terminal at Aventura Mall to the Downtown Metrobus terminal along Biscayne Blvd.

- Servicio con paradas limitadas los días laborables.
- Va desde la terminal de autobuses de Aventura Mall hasta la terminal de Metrobús en el downtown, pasando por Biscayne Blvd.

- Sèvis arè limite lasemèn.
- Vwayaje soti nan Tèminal Otobis la nan Aventura Mall pou rive nan Tèminal Metrobus Downtown la sou Biscayne Blvd.

MORE INFORMATION
MÁS INFORMACIÓN | PLIS ENFÒMASYON

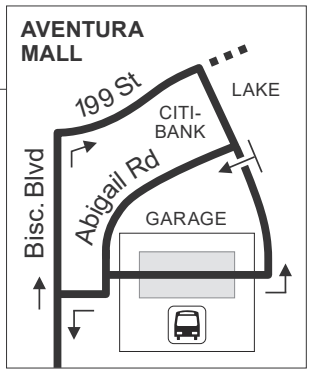
DRIVE LESS. LIVE MORE.™

MIAMI-DADE COUNTY

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

203

BISCAYNE MAX



Aventura Blvd / NE 199 St

MAKES ALL LOCAL STOPS NORTH OF 163 ST

Biscayne Blvd

163 ST

151 ST

146 ST

NORTH MIAMI

135 ST

123 ST

SANS SOUCI BLVD

MIAMI SHORES

107 ST

96 ST

91 ST

79 ST

UPPER EAST SIDE

70 ST (NORTHBOUND)
71 ST (SOUTHBOUND)

62 ST

54 ST

Biscayne Blvd

36 ST

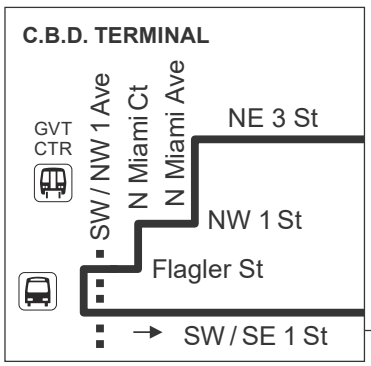
EDGEWATER

29 ST

19 ST

MAKES ALL LOCAL STOPS SOUTH OF 19 ST

LIMITED STOPS
19 St to 163 St



NE 3 St

SW / SE 1 St

DOWNTOWN

NORTH

11/2023

ROUTE A

1	Intracoastal Mall / Arrive	7:30 AM	8:59 AM	10:28 AM	11:57 AM	1:27 PM	2:56 PM	4:25 PM	5:55 PM
1	Intracoastal Mall / Leave	7:40 AM	9:09 AM	10:38 AM	12:07 PM	1:37 PM	3:06 PM	4:35 PM	6:05 PM
2	NE 35th Ave 166th ST	7:43 AM	9:12 AM	10:42 AM	12:11 PM	1:40 PM	3:10 PM	4:39 PM	6:08 PM
3	NE 35th Ave 169th ST	7:49 AM	9:19 AM	10:48 AM	12:17 PM	1:46 PM	3:16 PM	4:45 PM	6:14 PM
4	NE 35th Ave 170th ST	7:53 AM	9:22 AM	10:51 AM	12:21 PM	1:50 PM	3:19 PM	4:49 PM	6:18 PM
5	NE 35th Ave 171st ST	7:56 AM	9:25 AM	10:55 AM	12:24 PM	1:53 PM	3:23 PM	4:52 PM	6:21 PM
1	Intracoastal Mall	7:59 AM	9:28 AM	10:57 AM	12:27 PM	1:56 PM	3:25 PM	4:55 PM	6:24 PM
6	Stratford	8:03 AM	9:33 AM	11:02 AM	12:31PM	2:01 PM	3:30 PM	4:59 PM	6:28 PM
7	Post Office/ Laurenzo's	8:11 AM	9:41 AM	11:10 AM	12:39 PM	2:08 PM	3:38 PM	5:07 PM	6:36 PM
8	Inland Towers	8:13 AM	9:42 AM	11:12 AM	12:41 PM	2:10 PM	3:40 PM	5:09 PM	6:38 PM
9	NMB Library	8:20 AM	9:49 AM	11:18 AM	12:47 PM	2:17 PM	3:46 PM	5:15 PM	6:45 PM
10	Walmart	8:24 AM	9:53 AM	11:23 AM	12:52 PM	2:21 PM	3:51 PM	5:20 PM	6:49 PM
11	NE 171st ST 16th Ave	8:27 AM	9:56 AM	11:26 AM	12:55 PM	2:24 PM	3:54 PM	5:23 PM	6:52 PM
12	Victory Pool/ City Hall	8:34 AM	10:03 AM	11:32 AM	1:02 PM	2:31 PM	4:00 PM	5:30 PM	6:59 PM
13	NE 20th Ave 168th ST	8:36 AM	10:05 AM	11:34 AM	1:04 PM	2:33 PM	4:02 PM	5:32 PM	7:01 PM
14	NE 19th Ave 167th ST	8:38 AM	10:07 AM	11:36 AM	1:06 PM	2:35 PM	4:04 PM	5:34 PM	7:03 PM
15	Inland Towers	8:41 AM	10:11 AM	11:40 AM	1:09 PM	2:38 PM	4:08 PM	5:37 PM	7:06 PM
16	Post Office/ Laurenzo's	8:43 AM	10:13 AM	11:42 AM	1:11 PM	2:40 PM	4:10 PM	5:39 PM	7:08 PM
6	Stratford	8:53 AM	10:22 AM	11:51 AM	1:21 PM	2:50 PM	4:19 PM	5:49 PM	7:18 PM

EAST

NMB-Line will not be providing service on the following holidays:

- New Year's Day
- MLK- Birthday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Special Rules to Remember:

- Shop for only as much as you can carry yourself.
- No more than four(4) plastic or two(2) bags allowed per person
- The driver cannot carry your packages or leave vehicle unattended
- Please no tipping

ROUTE B

1	Walmart / Arrive		8:10 AM	8:56 AM	9:45 AM	10:30 AM	11:16 AM	12:02 PM	12:47 PM	1:33 PM	2:19 PM	3:05 PM	3:52 PM	4:37 PM	5:23 PM	6:08 PM	6:54 PM
1	Walmart / Leave	7:30 AM	8:16 AM	9:02 AM	9:51 AM	10:36 AM	11:22 AM	12:08 PM	12:53 PM	1:39 PM	2:25 PM	3:11 PM	3:58 PM	4:43 PM	5:29 PM	6:14 PM	7:00 PM
2	NE 170th ST 15th Ave	7:31 AM	8:17 AM	9:04 AM	9:52 AM	10:38 AM	11:23 AM	12:09 PM	12:55 PM	1:40 PM	2:26 PM	3:13 PM	3:59 PM	4:45 PM	5:30 PM	6:16 PM	7:01 PM
3	NE 175th ST 15th Ave	7:34 AM	8:20 AM	9:06 AM	9:55 AM	10:40 AM	11:26 AM	12:12 PM	12:57 PM	1:43 PM	2:29 PM	3:15 PM	4:02 PM	4:47 PM	5:33 PM	6:18 PM	7:04 PM
4	Greynolds P. Elem	7:35 AM	8:21 AM	9:07 AM	9:56 AM	10:41 AM	11:27 AM	12:13 PM	12:58 PM	1:44 PM	2:30 PM	3:16 PM	4:03 PM	4:48 PM	5:34 PM	6:19 PM	7:05 PM
5	NE 181st ST 12th Ave	7:37 AM	8:23 AM	9:09 AM	9:58 AM	10:43 AM	11:29 AM	12:14 PM	1:00 PM	1:46 PM	2:32 PM	3:18 PM	4:04 PM	4:50 PM	5:35 PM	6:21 PM	7:07 PM
6	Shops at Skylake	7:42 AM	8:28 AM	9:16 AM	10:03 AM	10:48 AM	11:34 AM	12:19 PM	1:05 PM	1:50 PM	2:37 PM	3:23 PM	4:09 PM	4:55 PM	5:40 PM	6:26 PM	7:12 PM
7	NE 183rd ST 19th Ave	7:45 AM	8:31 AM	9:20 AM	10:06 AM	10:51 AM	11:37 AM	12:23 PM	1:08 PM	1:54 PM	2:40 PM	3:27 PM	4:12 PM	4:58 PM	5:44 PM	6:29 PM	7:15 PM
8	NE 177st ST 19th Ave	7:46 AM	8:33 AM	9:21 AM	10:07 AM	10:53 AM	11:38 AM	12:24 PM	1:09 PM	1:55 PM	2:41 PM	3:28 PM	4:16 PM	4:59 PM	5:45 PM	6:30 PM	7:16 PM
9	Vitory Pool/City Hall	7:48 AM	8:35 AM	9:24 AM	10:09 AM	10:55 AM	11:40 AM	12:26 PM	1:11 PM	1:57 PM	2:43 PM	3:30 PM	4:16 PM	5:01 PM	5:47 PM	6:33 PM	7:18 PM
10	NE 171st ST 23rd Ave	7:50 AM	8:36 AM	9:25 AM	10:11 AM	10:56 AM	11:42 AM	12:28 PM	1:13 PM	1:59 PM	2:45 PM	3:32 PM	4:18 PM	5:03 PM	5:49 PM	6:34 PM	7:20 PM
11	W. Dixie Hwy NE 22nd Ave	7:51 AM	8:38 AM	9:27 AM	10:12 AM	10:58 AM	11:43 AM	12:29 PM	1:14 PM	2:00 PM	2:47 PM	3:33 PM	4:19 PM	5:04 PM	5:50 PM	6:36 PM	7:21 PM
12	NE 167th ST 22nd Ave	7:52 AM	8:39 AM	9:28 AM	10:13 AM	10:59 AM	11:44 AM	12:30 PM	1:16 PM	2:01 PM	2:48 PM	3:34 PM	4:20 PM	5:06 PM	5:51 PM	6:37 PM	7:22 PM
13	Nova South Univ.	7:55 AM	8:41 AM	9:30 AM	10:16 AM	11:01 AM	11:47 AM	12:32 PM	1:18 PM	2:04 PM	2:50 PM	3:37 PM	4:22 PM	5:08 PM	5:54 PM	6:39 PM	7:25 PM
14	NE 167th ST 19th Ave	7:57 AM	8:44 AM	9:32 AM	10:18 AM	11:04 AM	11:49 AM	12:35 PM	1:20 PM	2:06 PM	2:52 PM	3:39 PM	4:25 PM	5:10 PM	5:56 PM	6:41 PM	7:27 PM
15	NE 164th ST 19th Ave	7:59 AM	8:46 AM	9:34 AM	10:20 AM	11:06 AM	11:51 AM	12:37 PM	1:22 PM	2:08 PM	2:54 PM	3:41 PM	4:27 PM	5:12 PM	5:58 PM	6:43 PM	7:29 PM
16	NMB Library	8:01 AM	8:47 AM	9:36 AM	10:21 AM	11:07 AM	11:53 AM	12:38 PM	1:24 PM	2:09 PM	2:56 PM	3:42 PM	4:28 PM	5:14 PM	5:59 PM	6:45 PM	7:30 PM
17	NE 164th ST 15th Ave	8:02 AM	8:48 AM	9:37 AM	10:23 AM	11:08 AM	11:54 AM	12:40 PM	1:25 PM	2:11 PM	2:57 PM	3:44 PM	4:30 PM	5:15 PM	6:01 PM	6:46 PM	7:32 PM
18	163rd Mall Main Ent	8:04 AM	8:51 AM	9:40 AM	10:25 AM	11:11 AM	11:56 AM	12:42 PM	1:28 PM	2:13 PM	3:00 PM	3:46 PM	4:32 PM	5:18 PM	6:03 PM	6:49 PM	7:34 PM
19	NMB High, JFK Middle	8:08 AM	8:54 AM	9:43 AM	10:28 AM	11:14 AM	12:00 PM	12:45 PM	1:31 PM	2:17 PM	3:03 PM	3:49 PM	4:35 PM	5:21 PM	6:06 PM	6:52 PM	7:37 PM

NORTH

ROUTE C

1	Walmart / Arrive		7:56 AM	8:59 AM	10:03 AM	11:06 AM	12:09 PM	1:12 PM	2:17 PM	3:21 PM	4:25 PM	5:28 PM	6:34 PM
1	Walmart / Leave		8:04 AM	9:07 AM	10:11 AM	11:14 AM	12:17 PM	1:20 PM	2:25 PM	3:29 PM	4:33 PM	5:36 PM	6:39 PM
2	NMB Library		8:06 AM	9:10 AM	10:13 AM	11:16 AM	12:19 PM	1:22 PM	2:27 PM	3:32 PM	4:35 PM	5:38 PM	6:41 PM
3	Fulford Elem.		8:09 AM	9:13 AM	10:16 AM	11:19 AM	12:22 PM	1:25 PM	2:30 PM	3:35 PM	4:38 PM	5:41 PM	6:44 PM
4	NE 18th Ave 157th Ter		8:11 AM	9:14 AM	10:17 AM	11:21 AM	12:24 PM	1:27 PM	2:32 PM	3:37 PM	4:40 PM	5:43 PM	6:46 PM
5	NE 16th Ave 153rd Ter		8:13 AM	9:17 AM	10:20 AM	11:23 AM	12:26 PM	1:30 PM	2:35 PM	3:39 PM	4:42 PM	5:46 PM	6:49 PM
6	NE 151st ST W. Dixie Hwy		8:15 AM	9:19 AM	10:22 AM	11:25 AM	12:28 PM	1:32 PM	2:37 PM	3:41 PM	4:44 PM	5:47 PM	6:50 PM
7	NE 151st ST & US1		8:17 AM	9:21 AM	10:24 AM	11:27 AM	12:30 PM	1:34 PM	2:38 PM	3:43 PM	4:46 PM	5:49 PM	6:52 PM
8	David Lawrence Jr.		8:20 AM	9:24 AM	10:27 AM	11:30 AM	12:33 PM	1:37 PM	2:42 PM	3:46 PM	4:49 PM	5:52 PM	6:55 PM
9	FIU North Campus		8:23 AM	9:26 AM	10:29 AM	11:32 AM	12:35 PM	1:39 PM	2:44 PM	3:48 PM	4:51 PM	5:54 PM	6:57 PM
10	ATM High School		8:26 AM	9:29 AM	10:32 AM	11:35 AM	12:28 PM	1:43 PM	2:47 PM	3:51 PM	4:54 PM	5:58 PM	7:01 PM
11	US1 & 151st ST		8:28 AM	9:32 AM	10:35 AM	11:38 AM	12:41 PM	1:45 PM	2:50 PM	3:54 PM	4:57 PM	6:00 PM	7:03 PM
12	US1 & 146th ST		8:30 AM	9:33 AM	10:36 AM	11:40 AM	12:43 PM	1:47 PM	2:52 PM	3:56 PM	4:59 PM	6:02 PM	7:05 PM
13	Highland Park	7:30 AM	8:34 AM	9:37 AM	10:40 AM	11:43 AM	12:46 PM	1:51 PM	2:55 PM	3:59 PM	5:02 PM	6:05 PM	7:09 PM
14	US1 & 141st ST	7:32 AM	8:36 AM	9:39 AM	10:42 AM	11:45 AM	12:48 PM	1:53 PM	2:57 PM	4:01 PM	5:04 PM	6:07 PM	7:11 PM
15	US1 & 146th ST	7:33 AM	8:37 AM	9:41 AM	10:44 AM	11:47 AM	12:50 PM	1:54 PM	2:59 PM	4:03 PM	5:06 PM	6:09 PM	7:12 PM
16	NE 151st ST /W. Dixie Hwy	7:39 AM	8:43 AM	9:46 AM	10:49 AM	11:52 AM	12:55 PM	2:00 PM	3:04 PM	4:08 PM	5:11 PM	6:15 PM	7:18 PM
17	NE 152nd Ter. & 14th CT	7:44 AM	8:47 AM	9:51 AM	10:54 AM	11:57 AM	1:00 PM	2:05 PM	3:09 PM	4:13 PM	5:16 PM	6:19 PM	7:22 PM
18	NE 154th ST & 13th Ave	7:46 AM	8:50 AM	9:53 AM	10:56 AM	12:00 PM	1:03 PM	2:07 PM	3:12 PM	4:16 PM	5:19 PM	6:22 PM	7:25 PM
19	NE 12th Ave & 158th ST	7:49 AM	8:53 AM	9:56 AM	10:59 AM	12:03 PM	1:06 PM	2:10 PM	3:15 PM	4:19 PM	5:22 PM	6:25 PM	7:18 PM
20	NMB High & JFK Middle	7:53 AM	8:56 AM	10:00 AM	11:03 AM	12:06 PM	1:09 PM	2:14 PM	3:18 PM	4:22 PM	5:25 PM	6:28 PM	7:30 PM

SOUTH

Look for our stops!

NMB LINE is operated by:

The City of
North Miami Beach
Public Works Department

For more Information call:

(786) 785-4875
(855) RIDENMB
743 3662

or visit us online at:

www.citynmb.com

ROUTE D

		D1	D2	D1	D2	D1	D2	D1	D2	D1	D2	D1	D2	D1	D2	D1	D2	D1	D2
1	Walmart / Arrive	7:30 AM	8:06 AM	8:45 AM	9:21 AM	10:00 AM	10:36 AM	11:16 AM	11:52 AM	12:31 PM	1:07 PM	1:47 PM	2:23 PM	3:02 PM	3:38 PM	4:18 PM	4:54 PM	5:33 PM	6:09 PM
1	Walmart / Leave	7:38 AM	8:14 AM	8:53 AM	9:29 AM	10:08 AM	10:44 AM	11:24 AM	12:00 PM	12:39 PM	1:15 PM	1:55 PM	2:31 PM	3:10 PM	3:46 PM	4:26 PM	5:02 PM	5:41 PM	6:17 PM
2	Allen Park	7:46 AM	8:22 AM	9:02 AM	9:38 AM	10:17 AM	10:53 AM	11:32 AM	12:08 PM	12:48 PM	1:24 PM	2:03 PM	2:39 PM	3:19 PM	3:55 PM	4:34 PM	5:10 PM	5:50 PM	6:26 PM
3	Hazel Fazzino Park	7:51 AM	8:27 AM	9:06 AM	9:42 AM	10:22 AM	10:58 AM	11:37 AM	12:13 PM	12:53 PM	1:29 PM	2:08 PM	2:44 PM	3:24 PM	4:00 PM	4:39 PM	5:15 PM	5:55 PM	6:31 PM
4	Sauls Park	7:55 AM	8:31 AM	9:11 AM	9:47 AM	10:26 AM	11:02 AM	11:42 AM	12:18 PM	12:57 PM	1:33 PM	2:13 PM	2:49 PM	3:28 PM	4:04 PM	4:44 PM	5:20 PM	5:59 PM	6:35 PM
5	Oak Grove Park	8:01 AM	8:37 AM	9:16 AM	9:52 AM	10:32 AM	11:08 AM	11:47 AM	12:23 PM	1:03 PM	1:39 PM	2:18 PM	2:54 PM	3:34 PM	4:10 PM	4:49 PM	5:25 PM	6:05 PM	6:41 PM
6	Jefferson Plaza	8:03 AM	8:39 AM	9:19 AM	9:55 AM	10:34 AM	11:10 AM	11:50 AM	12:26 PM	1:05 PM	1:41 PM	2:21 PM	2:57 PM	3:36 PM	4:12 PM	4:52 PM	5:28 PM	6:07 PM	6:43 PM
7	NE 167th ST 7th Ave	8:08 AM	8:44 AM	9:23 AM	9:59 AM	10:39 AM	11:15 AM	11:54 AM	12:30 PM	1:10 PM	1:46 PM	2:25 PM	3:01 PM	3:41 PM	4:17 PM	4:56 PM	5:32 PM	6:12 PM	6:48 PM
8	Ulleta Park Community Ctr	8:10 AM	8:46 AM	9:26 AM	10:02 AM	10:41 AM	11:17 AM	11:57 AM	12:33 PM	1:12 PM	1:48 PM	2:28 PM	3:04 PM	3:43 PM	4:19 PM	4:59 PM	5:35 PM	6:14 PM	6:50 PM
9	NE 2nd Ave 172nd ST	8:14 AM	8:50 AM	9:30 AM	10:06 AM	10:45 AM	11:21 AM	12:00 PM	12:36 PM	1:16 PM	1:52 PM	2:31 PM	3:07 PM	3:47 PM	4:23 PM	5:02 PM	5:38 PM	6:18 PM	6:54 PM
10	Jackson North Medical Ctr	8:17 AM	8:53 AM	9:32 AM	10:08 AM	10:48 AM	11:24 AM	12:03 PM	12:39 PM	1:19 PM	1:55 PM	2:34 PM	3:10 PM	3:50 PM	4:26 PM	5:05 PM	5:41 PM	6:21 PM	6:57 PM
11	US 441 NW 177th ST	8:18 AM	8:54 AM	9:34 AM	10:10 AM	10:49 AM	11:25 AM	12:05 PM	12:41 PM	1:20 PM	1:56 PM	2:36 PM	3:12 PM	3:51 PM	4:27 PM	5:07 PM	5:43 PM	6:22 PM	6:58 PM
12	US 441 NW 183rd ST	8:20 AM	8:56 AM	9:35 AM	10:11 AM	10:51 AM	11:27 AM	12:06 PM	12:42 PM	1:22 PM	1:58 PM	2:37 PM	3:13 PM	3:53 PM	4:29 PM	5:08 PM	5:44 PM	6:24 PM	7:00 PM
13	NE 6th Ave & NE 179th Dr.	8:26 AM	9:02 AM	9:41 AM	10:17 AM	10:57 AM	11:33 AM	12:12 PM	12:48 PM	1:28 PM	2:04 PM	2:43 PM	3:19 PM	3:59 PM	4:35 PM	5:14 PM	5:50 PM	6:30 PM	7:06 PM
14	NE 6th Ave & NE 175th ST	8:26 AM	9:02 AM	9:41 AM	10:17 AM	10:57 AM	11:33 AM	12:12 PM	12:48 PM	1:28 PM	2:04 PM	2:43 PM	3:19 PM	3:59 PM	4:35 PM	5:14 PM	5:50 PM	6:30 PM	7:06 PM
15	Sabal Palm Elem. School	8:29 AM	9:05 AM	9:44 AM	10:20 AM	10:59 AM	11:35 AM	12:15 PM	12:51 PM	1:30 PM	2:06 PM	2:46 PM	3:22 PM	4:01 PM	4:37 PM	5:17 PM	5:53 PM	6:32 PM	7:08 PM
16	NE 10th Ave & NE 169th ST	8:32 AM	9:08 AM	9:48 AM	10:24 AM	11:03 AM	11:39 AM	12:19 PM	12:55 PM	1:34 PM	2:10 PM	2:50 PM	3:26 PM	4:05 PM	4:41 PM	5:21 PM	5:57 PM	6:36 PM	7:12 PM
17	NMB High & JFK Middle	8:40 AM	9:16 AM	9:56 AM	10:32 AM	11:11 AM	11:47 AM	12:27 PM	1:03 PM	1:42 PM	2:18 PM	2:58 PM	3:34 PM	4:13 PM	4:49 PM	5:29 PM	6:05 PM	6:44 PM	7:20 PM

WEST

ROUTE E

1	Golden Glades	7:30 AM	9:16 AM	11:02 AM	12:48 PM	2:34 PM	4:20 PM	6:05 PM
2	Jackson North	7:40 AM	9:26 AM	11:12 AM	12:58 PM	2:44 PM	4:30 PM	6:15 PM
3	Jefferson Plaza	7:46 AM	9:32 AM	11:18 AM	1:04 PM	2:50 PM	4:36 PM	6:21 PM
4	Walmart	7:54 AM	9:40 AM	11:26 AM	1:12 PM	2:58 PM	4:44 PM	6:29 PM
5	NMB City Hall	8:00 AM	9:46 AM	11:32 AM	1:18 PM	3:04 PM	4:50 PM	6:35 PM
6	Ancient Spanish Monastery	8:04 AM	9:50 AM	11:36 AM	1:22 PM	3:08 PM	4:54 PM	6:39 PM
7	Aventura Mall / Arrive	8:19 AM	10:05 AM	11:51 AM	1:37 PM	3:23 PM	5:09 PM	6:54 PM
7	*Aventura Mall / Leave*	*8:24 AM*	*10:10 AM*	*11:56 AM*	1:42 PM	*3:28 PM*	*5:14 PM*	*6:59 PM*
8	Ancient Spanish Monastery	8:39 AM	10:25 AM	12:11 PM	1:57 PM	3:43 PM	5:29 PM	7:14 PM
9	NMB City Hall	8:43 AM	10:29 AM	12:15 PM	2:01 PM	3:47 PM	5:33 PM	7:18 PM
11	Walmart	8:49 AM	10:35 AM	12:21 PM	2:07 PM	3:53 PM	5:39 PM	7:24 PM
12	Jefferson Plaza	8:56 AM	10:42 AM	12:28 PM	2:14 PM	4:00 PM	5:46 PM	*7:31 PM*
13	Jackson North	9:03 AM	10:49 AM	12:35 PM	2:21 PM	4:07 PM	5:53 PM	*7:38 PM*
14	Golden Glades	9:11 AM	10:57 AM	12:43 PM	2:29 PM	4:15 PM	6:01 PM	*7:46 PM*

CONNECTOR

TROLLEY SCHEDULES

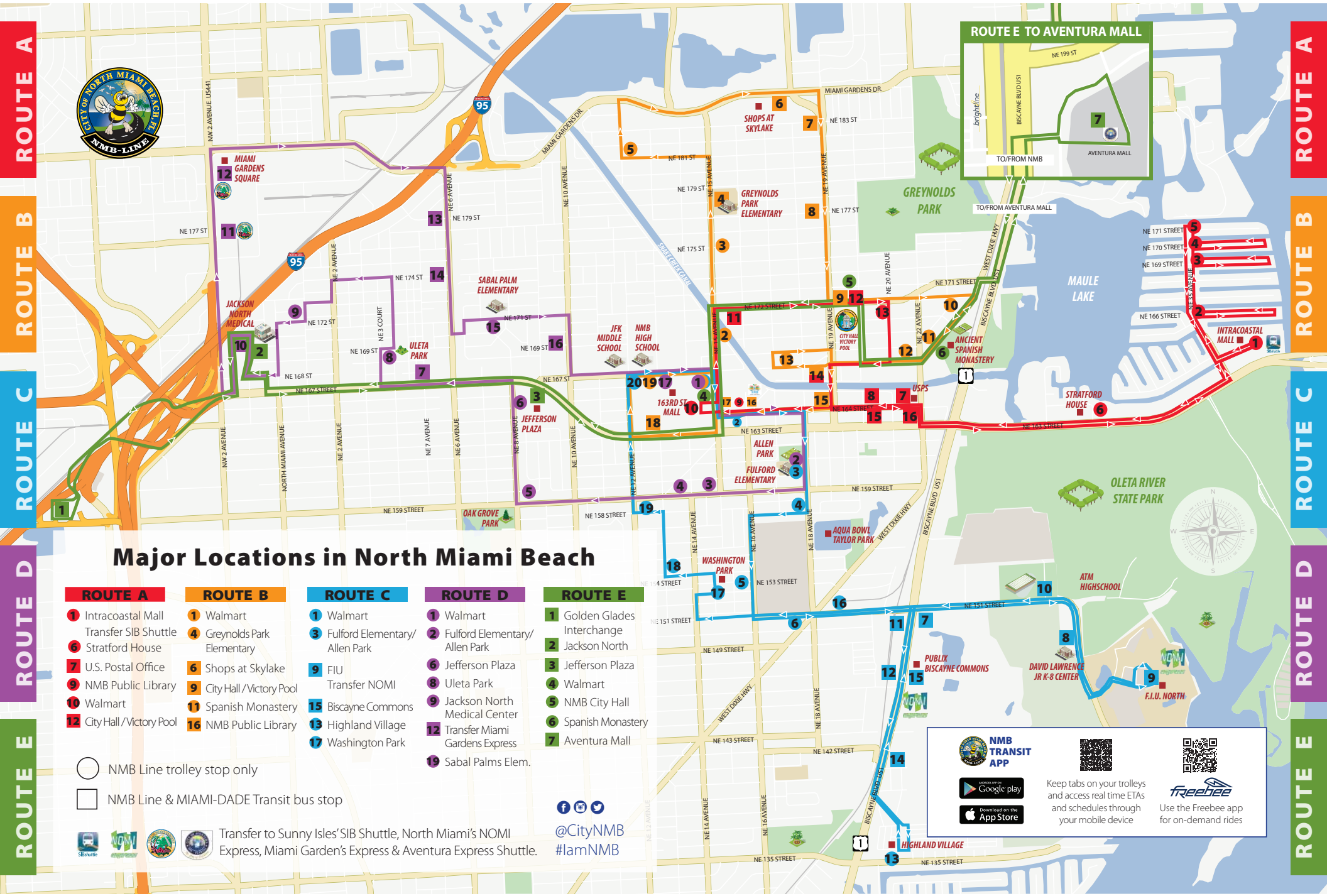
MONDAY - SATURDAY

7:30 A.M. TO 7:30 P.M.

Includes a map with major locations in NMB

CITY OF NORTH MIAMI BEACH, FL
NMB-LINE

One Vision • One Mission
NMBOne City



Major Locations in North Miami Beach

ROUTE A

1. Intracoastal Mall Transfer SIB Shuttle
6. Stratford House
7. U.S. Postal Office
9. NMB Public Library
10. Walmart
12. City Hall / Victory Pool

ROUTE B

1. Walmart
4. Greynolds Park Elementary
6. Shops at Skylake
9. City Hall / Victory Pool
11. Spanish Monastery
16. NMB Public Library

ROUTE C

1. Walmart
3. Fulford Elementary/ Allen Park
9. FIU Transfer NOMI
15. Biscayne Commons
13. Highland Village
17. Washington Park

ROUTE D

1. Walmart
2. Fulford Elementary/ Allen Park
6. Jefferson Plaza
8. Uleta Park
9. Jackson North Medical Center
12. Transfer Miami Gardens Express
19. Sabal Palms Elem.

ROUTE E

1. Golden Glades Interchange
2. Jackson North
3. Jefferson Plaza
4. Walmart
5. NMB City Hall
6. Spanish Monastery
7. Aventura Mall

◯ NMB Line trolley stop only

□ NMB Line & MIAMI-DADE Transit bus stop

Transfer to Sunny Isles' SIB Shuttle, North Miami's NOMI Express, Miami Garden's Express & Aventura Express Shuttle.

@CityNMB
#IamNMB

NMB TRANSIT APP

Google play
Download on the App Store

Keep tabs on your trolleys and access real time ETAs and schedules through your mobile device

Freebee

Use the Freebee app for on-demand rides

SURFSIDE — Monday - Friday

Surfside Publix (shops & services)	7:30 am	8:00 am	8:30 am	9:11 am	9:52 am	10:33 am	11:14 am	11:55 am	12:36 pm	1:17 pm	1:58 pm	2:39 pm	3:20 pm	4:00 pm	4:42 pm
Bay Dr. & 95th St.	7:33 am	8:03 am	8:33 am	9:14 am	9:55 am	10:36 am	11:17 am	11:58 am	12:39 pm	1:20 pm	2:00 pm	2:42 pm	3:23 pm	4:04 pm	4:45 pm
Bay Dr. & Dickens	7:39 am	8:09 am	8:39 am	9:20 am	10:00 am	10:42 am	11:23 am	12:04 pm	12:45 pm	1:26 pm	2:07 pm	2:48 pm	3:29 pm	4:10 pm	4:41 pm
Bay Dr. & 92nd St.	7:41 am	8:11 am	8:41 am	9:21 am	10:03 am	10:44 am	11:25 am	12:06 pm	12:47 pm	1:28 pm	2:09 pm	2:50 pm	3:31 pm	4:12 pm	4:53 pm
Byron & 92nd St.	7:42 am	8:12 am	8:42 am	9:23 am	10:04 am	10:46 am	11:26 am	12:07 pm	12:48 pm	1:29 pm	2:10 pm	2:51 pm	3:32 pm	4:13 pm	4:54 pm
Dickens & 90th St	7:44 am	8:14 am	8:44 am	9:25 am	10:06 am	10:47 am	11:28 am	12:09 pm	12:50 pm	1:31 pm	2:12 pm	2:53 pm	3:34 pm	4:15 pm	4:56 pm
Hawthorne & 90th St.	7:45 am	8:15 am	8:46 am	9:27 am	10:07 am	10:48 am	11:29 am	12:10 pm	12:51 pm	1:32 pm	2:13 pm	2:54 pm	3:35 pm	4:16 pm	4:57 pm
Byron & 88th St.	7:48 am	8:18 am	8:48 am	9:29 am	10:10 am	10:51 am	11:32 am	12:13 pm	12:54 pm	1:35 pm	2:16 pm	2:57 pm	3:38 pm	4:19 pm	4:59 pm
Byron & 87th St./8638	7:49 am	8:19 am	8:49 am	9:30 am	10:11 am	10:52 am	11:33 am	12:14 pm	12:55 pm	1:36 pm	2:17 pm	2:58 pm	3:39 pm	4:20 pm	5:00 pm
North Shore Library	no stop	no stop	8:50 am	9:31 am	10:12 am	10:53 am	11:34 am	12:15 pm	12:56 pm	1:37 pm	2:18 pm	3:00 pm	3:40 pm	4:21 pm	5:01 pm
90th St. & Collins	7:51 am	8:21 am	8:51 am	9:32 am	10:13 am	10:54 am	11:35 am	12:16 pm	12:57 pm	1:38 pm	2:19 pm	3:00 pm	3:41 pm	4:22 pm	5:02 pm
Community Center	7:52 am	8:22 am	8:58 am	9:39 am	10:20 am	11:01am	11:42 am	12:23 pm	1:04 pm	1:45 pm	2:26 pm	3:07 pm	3:48 pm	4:29 pm	5:09 pm
Post Office	7:53 am	8:23 am	9:05 am	9:40 am	10:27 am	11:08 am	11:49 am	12:30 pm	1:11 pm	1:52 pm	2:33 pm	3:14 pm	3:55 pm	4:36 pm	5:16 pm

The Surfside Shuttle provides a limited shuttle schedule on ***Saturdays from 8 am–1:30 pm.*** *The same stops are serviced at the same times listed above during this time period.*

BAL HARBOUR — Monday - Thursday & Sunday — Friday & Saturday

96th St. & The Majestic , 9601 Collins Avenue	9:00 am	10:20 am	11:40 am	1:45 pm	3:15 pm	5:00 pm	6:50 pm	8:10 pm
St. Regis, 9703 Collins Avenue	9:01 am	10:22 am	11:41 am	1:46 pm	3:16 pm	5:05 pm	6:52 pm	8:12 pm
The Balmoral, 9801 Collins Avenue	9:02 am	10:22 am	11:42 am	1:47 pm	3:17 pm	5:08 pm	7:00 pm	8:13 pm
The Sea View Hotel, 9909 Collins Avenue	9:03 am	10:23 am	11:43 am	1:48 pm	3:18 pm	5:10 pm	7:02 pm	8:15 pm
The Bal Harbor Tower, 9999 Collins Avenue	9:05 am	10:25 am	11:45 am	1:50 pm	3:20 pm	5:12 pm	7:04 pm	8:16 pm
The Palace, 10101 Collins Avenue	9:06 am	10:26 am	11:46 am	1:51 pm	3:21 pm	5:14 pm	7:06 pm	8:17 pm
Bal Harbour 101 (curbside), 10155 Collins Avenue	9:07 am	10:27 am	11:47 am	1:52 pm	3:22 pm	5:16 pm	7:07 pm	8:18 pm
The Tiffany, 10175 Collins Avenue	9:09 am	10:29 am	11:49 am	1:54 pm	3:24 pm	5:18 pm	7:08 pm	8:20 pm
The Plaza/Beach Club Access,10185 Collins Avenue	9:11 am	10:31 am	11:51 am	1:56 pm	3:26 pm	5:20 pm	7:09 pm	8:22 pm
The Carlton Terrace,10245 Collins Avenue	9:13 am	10:33 am	11:53 am	1:58 pm	3:28 pm	5:22 pm	7:11 pm	8:24 pm
The Harbour House, 10275 Collins Avenue	9:14 am	10:34 am	11:54 am	1:59 pm	3:29 pm	5:23 pm	7:12 pm	8:25 pm
Ritz-Carlton Bal Harbour, 10295 Collins Avenue	9:15 am	10:35 am	11:55 am	2:00 pm	3:30 pm	5:25 pm	7:13 pm	8:26 pm
Haulover Bridge underpass, Frontage Road southbound	9:17 am	10:37 am	11:57 am	2:02 pm	3:32 pm	5:27 pm	7:15 pm	8:28 pm
Bal Bridge North, 10240 Collins Avenue	9:18 am	10:38 am	11:58 am	2:03 pm	3:33 pm	5:28 pm	7:16 pm	8:29 pm
Harbour Way, 10200 Collins Avenue	9:19 am	10:39 am	11:59 pm	2:04 pm	3:34 pm	5:30 pm	7:18 pm	8:31 pm
Bal Harbour Collins Apts, 9930 Collins Avenue	9:20 am	10:40 am	12:00 pm	2:05 pm	3:35 pm	5:32 pm	7:19 pm	8:32 pm
Bal Harbour Shops, 9700 Collins Avenue	9:21 am	10:41 am	12:01 pm	2:06 pm	3:36 pm	5:35 pm	7:20 pm	8:34 pm
Bal Harbour Village Hall/Park, 655 96th Street	9:22 am	10:42 am	12:02 pm	2:07 pm	3:37 pm	No stop	No stop	No stop
Bay Harbor/96th St. Town Hall, 9665 Bay Harbor Ter.	**9:25 am**	**10:43 am**	**12:03 pm**	**2:08 pm**	**3:39 pm**	No stop	No stop	No stop
Bay Harbor Terrace, corner of 95th St & Bay Harbor Ter.	**9:27 am**	**10:43 am**	**12:03 pm**	**2:08 pm**	**3:39 pm**	No stop	No stop	No stop
Surfside Publix, (shops & services)	**9:31 am**	**10:49 am**	**12:09 pm**	**2:14 pm**	**3:45 pm**	**5:39 pm**	**7:25 pm**	**8:39 pm**
169th St. & Collins (northbound)	9:41 am	11:05 am	12:25 pm	2:30 pm	4:00 pm	5:54 pm	7:35 pm	8:49 pm
Aventura Mall, 19535 Biscayne Blvd.	9:51 am	11:15 am	12:35 pm	2:45 pm	4:15 pm	6:10 pm	7:45 pm	8:59 pm
Sunny Isles Library, 18070 Collins Avenue	9:59 am	11:22 am	12:43 pm	2:53 pm	4:23 pm	6:23 pm	7:53 pm	No stop
170th St. & Collins (southbound)	10:01 am	11:25 am	12:45 pm	2:55 pm	4:30 pm	6:25 pm	7:55 pm	No stop
Haulover Beach	10:11 am	11:35 am	12:55 pm	3:10 pm	4:45 pm	6:35 pm	8:05 pm	No stop
Bal Harbour Collins Apts, 9930 Collins Avenue	10:13 am	11:36 am	12:57 pm	3:12 pm	4:47 pm	6:40 pm	8:07 pm	No stop

BAY HARBOR ISLANDS — Monday - Friday

Town Hall, 9665 Bay Harbor Ter	9:00 am	10:15 am	11:45 am	1:45 pm	3:15 pm	4:45 pm
Island Point, 10350 W. Bay Harbor Dr	9:05 am	10:20 am	11:50 am	1:50 pm	3:20 pm	4:50 pm
Blair House, 9100 W. Bay Harbor Dr	9:10 am	10:25 am	11:55 am	1:55 pm	3:25 pm	4:55 pm
1077 95 Street (Open Kitchen, Orlando's Pizza, Unico Cafe)	9:15 am	10:30 am	12:00 pm	2:00 pm	3:30 pm	No stop
North Park, 103 St./E. Broadview	No stop	10:37 am	12:07 pm	2:07 pm	3:37 pm	No stop
South Park, 94 St./E. Broadview	No stop	10:42 am	12:12 pm	2:12 pm	3:42 pm	No stop
Surfside Publix (shops & services)	**9:20 am**	**10:49 am**	**12:19 pm**	**2:19 pm**	**3:49 pm**	No stop
Saks (Bal Harbour Shops)	**9:25 am**	**10:54 am**	**12:24 pm**	**2:24 pm**	**3:54 pm**	No stop
Island Point, 10350 W. Bay Harbor Dr	9:30 am	10:59 am	12:29 pm	2:29 pm	3:59 pm	No stop
Blair House, 9100 W. Bay Harbor Dr	9:35 am	11:04 am	12:34 pm	2:34 pm	4:04 pm	No stop
Starbucks, 135th St & Biscayne Blvd	9:43 am	11:12 am	12:42 pm	2:42 pm	4:12 pm	No stop
Costco/Publix,146th St & Biscayne Blvd	9:50 am	11:19 am	12:49 pm	2:49 pm	4:19 pm	No stop
Walgreens, 123rd St & Biscayne Blvd	10:00 am	11:30 am	1:30 pm	3:00 pm	4:30 pm	No stop

- Red schedules indicate when all three shuttles stop at the Surfside Publix, allowing riders to change routes.

- Brown schedules indicate when Bay Harbor Islands and Bal Harbour shuttles stop at the Bay Harbor Islands Town Hall, allowing riders to change routes.

Together We Will Get You There!

Get to where you need to go by making the connection among our three free shuttle routes.

Residents of Surfside, Bal Harbour and Bay Harbor Islands can take advantage of three complementary shuttle routes to enhance transportation opportunities within our three communities and to various locations in neighboring communities.

This map and corresponding schedules show how to connect from one shuttle to another and to access neighboring municipalities and destinations throughout the region, including Aventura, Miami Beach and North Miami. Use this interlocal shuttle system to also access the Miami-Dade County bus stops at various locations.

TOWN OF SURFSIDE FLORIDA MIAMI-DADE COUNTY

9293 Harding Avenue
Surfside, Florida 33154
(305) 861-4863
townofsurfsidefl.org

BAL HARBOUR - VILLAGE -

655 96th Street
Bal Harbour, Florida 33154
(305) 866-4633
balharbourgov.com

BAY HARBOR ISLANDS

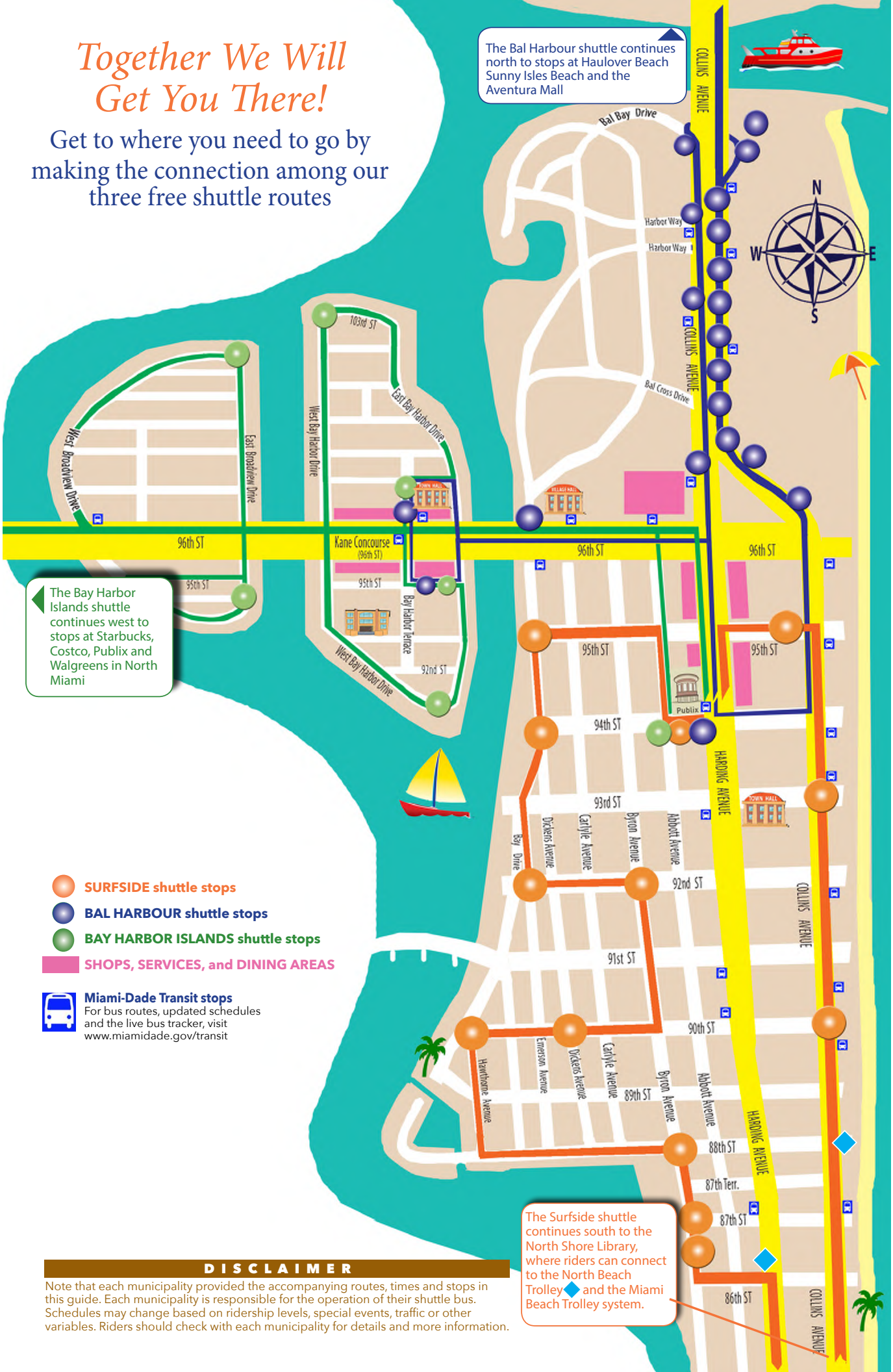
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
(305) 866-6241
bayharborislands.org

Make Your Connection with the Interlocal Shuttle System

SURF BAL BAY

Together We Will Get You There!

Get to where you need to go by making the connection among our three free shuttle routes



SURFSIDE shuttle stops

BAL HARBOUR shuttle stops

BAY HARBOR ISLANDS shuttle stops

SHOPS, SERVICES, and DINING AREAS

Miami-Dade Transit stops
For bus routes, updated schedules and the live bus tracker, visit www.miamidade.gov/transit

DISCLAIMER

Note that each municipality provided the accompanying routes, times and stops in this guide. Each municipality is responsible for the operation of their shuttle bus. Schedules may change based on ridership levels, special events, traffic or other variables. Riders should check with each municipality for details and more information.

Appendix G

Trip Generation

AM PEAK HOUR TRIP GENERATION COMPARISON

EXISTING WEEKDAY AM PEAK HOUR TRIP GENERATION

		ITE TRIP GENERATION CHARACTERISTICS					DIRECTIONAL DISTRIBUTION		BASELINE TRIPS			MULTIMODAL REDUCTION		GROSS TRIPS			INTERNAL CAPTURE		EXTERNAL VEHICLE TRIPS			PASS-BY CAPTURE		NET NEW EXTERNAL TRIPS		
							Percent																			
		Land Use	ITE Edition	ITE Code	Scale	ITE Units	In	Out	In	Out	Total	Percent	MR Trips	In	Out	Total	Percent	IC Trips	In	Out	Total	Percent	PB Trips	In	Out	Total
GROUP 1	1	Single-Family Detached Housing	11	210	1	du	25%	75%	0	1	1	13.6%	0	0	1	1	0.0%	0	0	1	1	0.0%	0	0	1	1
	2	Multifamily Housing (Low-Rise)	11	220	31	du	24%	76%	3	9	12	13.6%	2	2	8	10	0.0%	0	2	8	10	0.0%	0	2	8	10
	3																									
	4																									
	5																									
	6																									
	7																									
	8																									
	9																									
	10																									
	11																									
	12																									
	13																									
	14																									
	15																									
								Total:	3	10	13	13.6%	2	2	9	11	0.0%	0	2	9	11	0.0%	0	2	9	11

ITE Land Use Code	Rate or Equation
210	LN(Y) = 0.91*LN(X)+0.12
220	Y=0.4(X)

PROPOSED WEEKDAY AM PEAK HOUR TRIP GENERATION

		ITE TRIP GENERATION CHARACTERISTICS					DIRECTIONAL DISTRIBUTION		BASELINE TRIPS			MULTIMODAL REDUCTION		GROSS TRIPS			INTERNAL CAPTURE		EXTERNAL VEHICLE TRIPS			PASS-BY CAPTURE		NET NEW EXTERNAL TRIPS		
							Percent																			
		Land Use	ITE Edition	ITE Code	Scale	ITE Units	In	Out	In	Out	Total	Percent	MR Trips	In	Out	Total	Percent	IC Trips	In	Out	Total	Percent	PB Trips	In	Out	Total
GROUP 2	1	Multifamily Housing (Mid-Rise)	11	221	293	du	23%	77%	27	90	117	13.6%	16	23	78	101	0.0%	0	23	78	101	0.0%	0	23	78	101
	2																									
	3																									
	4																									
	5																									
	6																									
	7																									
	8																									
	9																									
	10																									
	11																									
	12																									
	13																									
	14																									
	15																									
								Total:	27	90	117	13.6%	16	23	78	101	0.0%	0	23	78	101	0.0%	0	23	78	101

ITE Land Use Code	Rate or Equation
221	Y=0.44*(X)+-11.61

	IN	OUT	TOTAL
NET NEW TRIPS	**21**	**69**	**90**

PM PEAK HOUR TRIP GENERATION COMPARISON

EXISTING WEEKDAY PM PEAK HOUR TRIP GENERATION

		ITE TRIP GENERATION CHARACTERISTICS					DIRECTIONAL DISTRIBUTION		BASELINE TRIPS			MULTIMODAL REDUCTION		GROSS TRIPS			INTERNAL CAPTURE		EXTERNAL VEHICLE TRIPS			PASS-BY CAPTURE		NET NEW EXTERNAL TRIPS		
							Percent																			
		Land Use	ITE Edition	ITE Code	Scale	ITE Units	In	Out	In	Out	Total	Percent	MR Trips	In	Out	Total	Percent	IC Trips	In	Out	Total	Percent	PB Trips	In	Out	Total
GROUP 1	1	Single-Family Detached Housing	11	210	1	du	63%	37%	1	0	1	13.6%	0	1	0	1	0.0%	0	1	0	1	0.0%	0	1	0	1
	2	Multifamily Housing (Low-Rise)	11	220	31	du	63%	37%	10	6	16	13.6%	2	9	5	14	0.0%	0	9	5	14	0.0%	0	9	5	14
	3																									
	4																									
	5																									
	6																									
	7																									
	8																									
	9																									
	10																									
	11																									
	12																									
	13																									
	14																									
	15																									
		ITE Land Use Code		Rate or Equation				**Total:**	11	6	17	13.6%	2	10	5	15	0.0%	0	10	5	15	0.0%	0	10	5	15
		210		LN(Y) = 0.94*LN(X)+0.27																						
		220		Y=0.51(X)																						

PROPOSED WEEKDAY PM PEAK HOUR TRIP GENERATION

		ITE TRIP GENERATION CHARACTERISTICS					DIRECTIONAL DISTRIBUTION		BASELINE TRIPS			MULTIMODAL REDUCTION		GROSS TRIPS			INTERNAL CAPTURE		EXTERNAL VEHICLE TRIPS			PASS-BY CAPTURE		NET NEW EXTERNAL TRIPS		
							Percent																			
		Land Use	ITE Edition	ITE Code	Scale	ITE Units	In	Out	In	Out	Total	Percent	MR Trips	In	Out	Total	Percent	IC Trips	In	Out	Total	Percent	PB Trips	In	Out	Total
GROUP 2	1	Multifamily Housing (Mid-Rise)	11	221	293	du	61%	39%	70	45	115	13.6%	16	60	39	99	0.0%	0	60	39	99	0.0%	0	60	39	99
	2																									
	3																									
	4																									
	5																									
	6																									
	7																									
	8																									
	9																									
	10																									
	11																									
	12																									
	13																									
	14																									
	15																									
		ITE Land Use Code		Rate or Equation				**Total:**	70	45	115	13.6%	16	60	39	99	0.0%	0	60	39	99	0.0%	0	60	39	99
		221		Y=0.39*(X)+0.34																						

	IN	OUT	TOTAL
NET NEW TRIPS	**50**	**34**	**84**

Means of Transportation to Work

United States® Census Bureau

Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

(178+8+53)/(1,979-218) = 13.6%

Label	Census Tract 1.09; Miami-Dade County; Florida	
	Estimate	Margin of Error
Total:	1,979	±367
Car, truck, or van:	1,505	±296
Drove alone	1,293	±280
Carpooled:	212	±136
In 2-person carpool	196	±130
In 3-person carpool	16	±27
In 4-person carpool	0	±15
In 5- or 6-person carpool	0	±15
In 7-or-more-person carpool	0	±15
Public transportation (excluding taxicab):	178	±120
Bus	178	±120
Subway or elevated rail	0	±15
Long-distance train or commuter rail	0	±15
Light rail, streetcar or trolley (carro público in Puerto Rico)	0	±15
Ferryboat	0	±15
Taxicab	0	±15
Motorcycle	0	±15
Bicycle	8	±14
Walked	53	±87
Other means	17	±31
Worked from home	218	±170

Table Notes

Means of Transportation to Work

Survey/Program: American Community Survey

Universe: Workers 16 years and over

Year: 2023

Estimates: 5-Year

Table ID: B08301

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, the decennial census is the official sourc of population totals for April 1st of each decennial year. In between censuses, the Census Bureau's Population Estimates Program produces and dissemina the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units and the group quarters population states and counties.

Information about the American Community Survey (ACS) can be found on the ACS website. Supporting documentation including code lists, subject definitions, data accuracy, and statistical testing, and a full list of ACS tables and table shells (without estimates) can be found on the Technical Documentation section of the ACS website.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the
Methodology
section.

Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates

ACS data generally reflect the geographic boundaries of legal and statistical areas as of January 1 of the estimate year. For more information, see Geograp Boundaries by Year.

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represent through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see ACS Technical Documentation). The effect of nonsampling error is not represented in these tables.

Users must consider potential differences in geographic boundaries, questionnaire content or coding, or other methodological issues when comparing AC data from different years. Statistically significant differences shown in ACS Comparison Profiles, or in data users' own analysis, may be the result of these differences and thus might not necessarily reflect changes to the social, economic, housing, or demographic characteristics being compared. For more information, see Comparing ACS Data.

Workers include members of the Armed Forces and civilians who were at work last week.

Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on 2020 Census data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Explanation of Symbols:

-

The estimate could not be computed because there were an insufficient number of sample observations. For a ratio of medians estimate, one or both of th median estimates falls in the lowest interval or highest interval of an open-ended distribution. For a 5-year median estimate, the margin of error associate with a median was larger than the median itself.

N

The estimate or margin of error cannot be displayed because there were an insufficient number of sample cases in the selected geographic area.

(X)

The estimate or margin of error is not applicable or not available.

median-

The median falls in the lowest interval of an open-ended distribution (for example "2,500-")

median+

The median falls in the highest interval of an open-ended distribution (for example "250,000+").

**

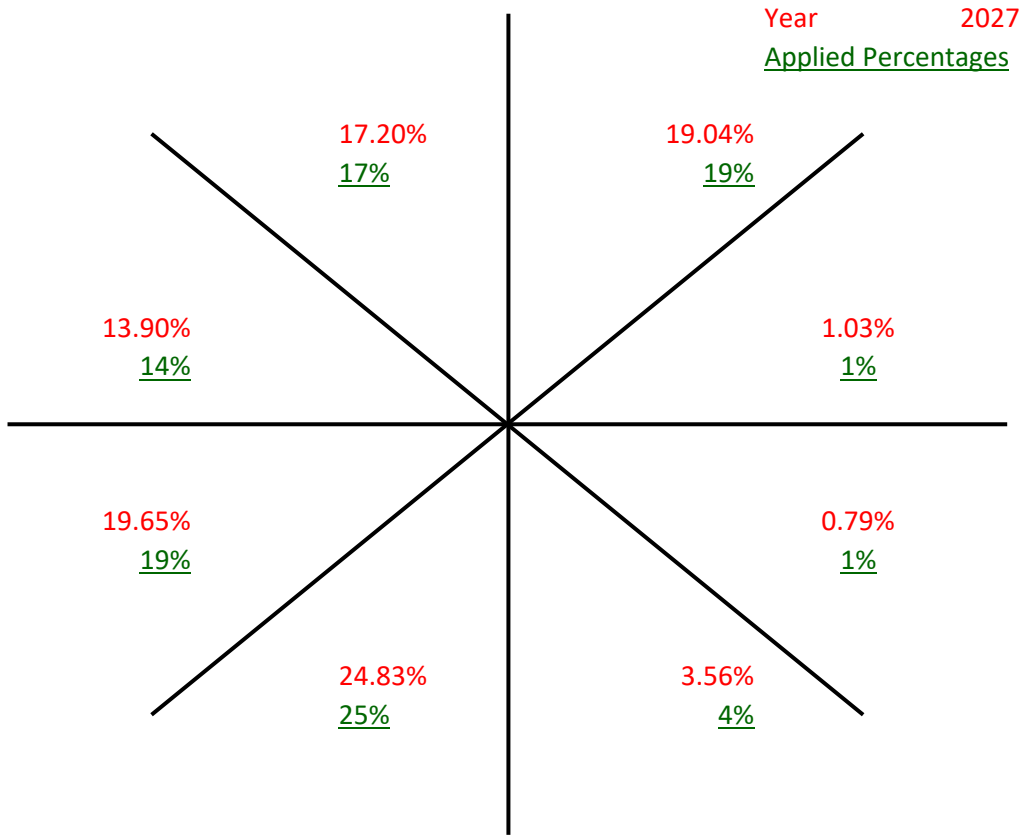
The margin of error could not be computed because there were an insufficient number of sample observations.

***

Appendix H

Cardinal Distribution

Cardinal Distribution for TAZ 188 and 190



Cardinal Trip Distribution

Cardinal Direction	TAZ 188 Percentage of Trips		TAZ 190 Percentage of Trips		2027 Interpolated	2027 Rounded
	2015	2045	2015	2045		
North-Northeast	14.2%	17.4%	21.8%	23.8%	19.0%	19.0%
East-Northeast	1.5%	1.3%	0.6%	0.7%	1.0%	1.0%
East-Southeast	0.9%	0.4%	0.8%	1.0%	0.8%	1.0%
South-Southeast	2.1%	3.6%	4.7%	4.0%	3.6%	4.0%
South-Southwest	26.7%	26.2%	23.0%	23.4%	24.8%	25.0%
West-Southwest	21.5%	19.9%	19.0%	17.6%	19.7%	19.0%
West-Northwest	14.8%	14.5%	13.6%	12.4%	13.9%	14.0%
North-Northwest	18.3%	16.7%	16.5%	17.1%	17.2%	17.0%
Total	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

MIAMI-DADE TRANSPORTATION PLANNING ORGANIZATION

2045 LRTP SUPPORTING DOCUMENTS

DIRECTIONAL TRIP DISTRIBUTION REPORT

SEPTEMBER 2019

Miami-Dade 2015 Base Year Direction Trip Distribution Summary											
TAZ of Origin		Trips / Percent	Cardinal Directions								Total Trips
County TAZ	Regional TAZ		NNE	ENE	ESE	SSE	SSW	WSW	WNW	NNW	
183	3083	Trips	585	648	1,059	1,164	586	71	49	129	4,489
183	3083	Percent	13.6	15.1	24.7	27.1	13.7	1.7	1.1	3.0	
184	3084	Trips	321	367	91	188	484	262	279	360	2,366
184	3084	Percent	13.7	15.6	3.9	8.0	20.6	11.1	11.9	15.3	
185	3085	Trips	1,447	436	4	409	1,233	988	1,002	913	6,542
185	3085	Percent	22.5	6.8	0.1	6.4	19.2	15.4	15.6	14.2	
186	3086	Trips	52	-	-	15	32	41	56	97	292
186	3086	Percent	17.7	-	-	5.0	11.0	14.1	19.1	33.2	
187	3087	Trips	443	4	0	89	241	520	508	1,139	2,981
187	3087	Percent	15.0	0.1	-	3.0	8.2	17.7	17.3	38.7	
188	3088	Trips	292	30	18	43	547	440	304	375	2,112
188	3088	Percent	14.2	1.5	0.9	2.1	26.7	21.5	14.8	18.3	
189	3089	Trips	959	135	131	203	879	688	517	806	4,360
189	3089	Percent	22.2	3.1	3.0	4.7	20.4	16.0	12.0	18.7	
190	3090	Trips	1,130	33	43	244	1,194	984	704	853	5,315
190	3090	Percent	21.8	0.6	0.8	4.7	23.0	19.0	13.6	16.5	
191	3091	Trips	594	35	32	160	650	566	323	494	2,984
191	3091	Percent	20.8	1.2	1.1	5.6	22.8	19.8	11.3	17.3	
192	3092	Trips	81	19	26	48	143	90	95	114	617
192	3092	Percent	13.2	3.0	4.3	7.8	23.2	14.6	15.4	18.5	
193	3093	Trips	676	5	28	175	774	937	535	919	4,159
193	3093	Percent	16.7	0.1	0.7	4.3	19.1	23.2	13.2	22.7	
194	3094	Trips	760	37	132	132	682	629	527	746	3,757
194	3094	Percent	20.8	1.0	3.6	3.6	18.7	17.2	14.5	20.5	
195	3095	Trips	999	28	52	260	1,095	1,019	935	1,144	5,787
195	3095	Percent	18.1	0.5	0.9	4.7	19.8	18.4	16.9	20.7	
196	3096	Trips	554	27	26	107	445	504	258	385	2,372
196	3096	Percent	24.0	1.2	1.1	4.6	19.3	21.9	11.2	16.7	
197	3097	Trips	868	139	104	205	788	609	336	733	3,805
197	3097	Percent	23.0	3.7	2.8	5.4	20.8	16.1	8.9	19.4	
198	3098	Trips	880	206	31	141	743	712	490	690	3,977
198	3098	Percent	22.6	5.3	0.8	3.6	19.1	18.3	12.6	17.7	
199	3099	Trips	606	58	135	119	516	511	385	505	2,895
199	3099	Percent	21.4	2.0	4.8	4.2	18.2	18.0	13.6	17.8	
200	3100	Trips	1,550	208	65	517	1,413	1,094	990	1,319	7,533
200	3100	Percent	21.7	2.9	0.9	7.2	19.8	15.3	13.8	18.4	
201	3101	Trips	117	19	5	50	126	123	120	92	651
201	3101	Percent	17.9	2.9	0.8	7.7	19.3	18.9	18.4	14.1	
202	3102	Trips	441	99	139	142	569	497	357	400	2,699
202	3102	Percent	16.7	3.7	5.3	5.4	21.5	18.8	13.5	15.1	
203	3103	Trips	948	191	90	387	927	758	629	745	4,722
203	3103	Percent	20.3	4.1	1.9	8.3	19.8	16.2	13.5	15.9	
204	3104	Trips	645	100	75	199	549	527	333	464	2,981
204	3104	Percent	22.3	3.5	2.6	6.9	19.0	18.2	11.5	16.1	
205	3105	Trips	869	201	158	331	802	551	386	544	3,932
205	3105	Percent	22.6	5.2	4.1	8.6	20.9	14.3	10.1	14.2	
206	3106	Trips	856	228	132	437	850	700	387	704	4,518
206	3106	Percent	19.9	5.3	3.1	10.2	19.8	16.3	9.0	16.4	
207	3107	Trips	799	166	306	284	816	769	517	782	4,636
207	3107	Percent	18.0	3.7	6.9	6.4	18.4	17.3	11.7	17.6	
208	3108	Trips	918	335	170	354	776	609	452	900	4,728
208	3108	Percent	20.3	7.4	3.8	7.9	17.2	13.5	10.0	19.9	

Miami-Dade 2045 Cost Feasible Plan Direction Trip Distribution Summary											
TAZ of Origin		Trips / Percent	Cardinal Directions								Total Trips
County TAZ	Regional TAZ		NNE	ENE	ESE	SSE	SSW	WSW	WNW	NNW	
183	3083	Trips	581	556	1,089	1,102	677	48	65	413	4,738
183	3083	Percent	12.8	12.3	24.0	24.3	14.9	1.1	1.4	9.1	
184	3084	Trips	398	445	183	241	670	373	374	469	3,215
184	3084	Percent	12.6	14.1	5.8	7.6	21.3	11.8	11.9	14.9	
185	3085	Trips	1,806	367	4	520	1,532	1,125	1,136	1,098	7,673
185	3085	Percent	23.8	4.8	0.1	6.9	20.2	14.8	15.0	14.5	
186	3086	Trips	50	-	-	17	78	110	108	123	486
186	3086	Percent	10.2	-	-	3.4	16.1	22.6	22.3	25.3	
187	3087	Trips	586	8	0	161	423	676	623	1,374	3,936
187	3087	Percent	15.2	0.2	-	4.2	11.0	17.6	16.2	35.7	
188	3088	Trips	2,270	167	51	472	3,407	2,590	1,887	2,174	14,335
188	3088	Percent	17.4	1.3	0.4	3.6	26.2	19.9	14.5	16.7	
189	3089	Trips	694	55	110	121	878	535	345	531	3,350
189	3089	Percent	21.2	1.7	3.4	3.7	26.9	16.4	10.5	16.3	
190	3090	Trips	1,433	44	61	242	1,411	1,057	744	1,030	6,244
190	3090	Percent	23.8	0.7	1.0	4.0	23.4	17.6	12.4	17.1	
191	3091	Trips	577	21	56	141	842	670	397	512	3,384
191	3091	Percent	18.0	0.6	1.8	4.4	26.2	20.8	12.3	15.9	
192	3092	Trips	266	29	17	57	276	149	161	179	1,137
192	3092	Percent	23.5	2.6	1.5	5.1	24.3	13.1	14.2	15.8	
193	3093	Trips	776	23	27	157	1,019	923	632	763	4,449
193	3093	Percent	18.0	0.5	0.6	3.6	23.6	21.4	14.6	17.7	
194	3094	Trips	1,028	46	163	188	984	770	726	773	4,826
194	3094	Percent	22.0	1.0	3.5	4.0	21.0	16.5	15.5	16.5	
195	3095	Trips	1,168	66	73	228	1,566	1,181	1,051	1,200	6,774
195	3095	Percent	17.9	1.0	1.1	3.5	24.0	18.1	16.1	18.4	
196	3096	Trips	589	52	17	102	723	548	356	461	2,921
196	3096	Percent	20.7	1.8	0.6	3.6	25.4	19.3	12.5	16.2	
197	3097	Trips	916	112	88	208	1,140	812	494	713	4,682
197	3097	Percent	20.4	2.5	2.0	4.6	25.4	18.1	11.0	15.9	
198	3098	Trips	811	140	56	175	987	832	601	617	4,312
198	3098	Percent	19.2	3.3	1.3	4.2	23.4	19.7	14.3	14.6	
199	3099	Trips	924	55	159	173	851	663	561	499	3,906
199	3099	Percent	23.8	1.4	4.1	4.4	21.9	17.1	14.4	12.8	
200	3100	Trips	1,774	149	75	498	1,941	1,428	997	1,177	8,682
200	3100	Percent	22.1	1.9	0.9	6.2	24.1	17.8	12.4	14.6	
201	3101	Trips	222	17	25	41	244	160	158	182	1,049
201	3101	Percent	21.2	1.6	2.4	3.9	23.3	15.3	15.1	17.3	
202	3102	Trips	504	107	108	176	705	528	425	324	2,934
202	3102	Percent	17.5	3.7	3.8	6.1	24.5	18.4	14.8	11.2	
203	3103	Trips	932	202	157	250	1,314	851	551	812	5,166
203	3103	Percent	18.4	4.0	3.1	4.9	25.9	16.8	10.9	16.0	
204	3104	Trips	682	118	48	223	922	683	359	554	3,662
204	3104	Percent	19.0	3.3	1.4	6.2	25.7	19.0	10.0	15.4	
205	3105	Trips	800	135	153	315	1,124	585	475	656	4,394
205	3105	Percent	18.9	3.2	3.6	7.4	26.5	13.8	11.2	15.5	
206	3106	Trips	845	201	114	379	1,003	831	430	622	4,717
206	3106	Percent	19.1	4.6	2.6	8.6	22.7	18.8	9.7	14.1	
207	3107	Trips	873	166	234	269	1,184	950	714	797	5,408
207	3107	Percent	16.8	3.2	4.5	5.2	22.8	18.3	13.8	15.4	
208	3108	Trips	1,144	392	177	418	1,413	926	726	1,124	6,597
208	3108	Percent	18.1	6.2	2.8	6.6	22.4	14.7	11.5	17.8	

Appendix I

Volume Development Worksheets

TRAFFIC VOLUMES
AT STUDY INTERSECTIONS

INTERSECTION: US-1/Biscayne Boulevard and Target Driveway
COUNT DATE: February 6, 2025
AM PEAK HOUR FACTOR: 0.95
PM PEAK HOUR FACTOR: 0.97

"AM EXISTING TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
AM Raw Turning Movements		0	0	0		0	0	17	40	0	1,898	58		33	1,764	0
Peak Season Correction Factor	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02
AM EXISTING CONDITIONS		**0**	**0**	**0**		**0**	**0**	**17**	**41**	**0**	**1,936**	**59**		**34**	**1,799**	**0**

"PM EXISTING TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
PM Raw Turning Movements		0	0	0		0	0	56	61	0	2,090	102		49	2,147	0
Peak Season Correction Factor	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02
PM EXISTING CONDITIONS		**0**	**0**	**0**		**0**	**0**	**57**	**62**	**0**	**2,132**	**104**		**50**	**2,190**	**0**

"AM BACKGROUND TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
SoLe Mia											347				409	
Raising Cane's																
Capri - 13899 Biscayne Boulevard											26				0	
TOTAL "VESTED" TRAFFIC		0	0	0		0	0	0	0	0	373	0		0	409	0
Years To Buildout	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Yearly Growth Rate	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%
AM BACKGROUND TRAFFIC GROWTH		0	0	0		0	0	0	1	0	48	1		1	45	0
AM NON-PROJECT TRAFFIC		**0**	**0**	**0**		**0**	**0**	**17**	**42**	**0**	**2,357**	**60**		**35**	**2,253**	**0**

"PM BACKGROUND TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
SoLe Mia											506				481	
Raising Cane's																
Capri - 13899 Biscayne Boulevard											1				24	
TOTAL "VESTED" TRAFFIC		0	0	0		0	0	0	0	0	507	0		0	505	0
Years To Buildout	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Yearly Growth Rate	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%
PM BACKGROUND TRAFFIC GROWTH		0	0	0		0	0	1	2	0	53	3		1	55	0
PM NON-PROJECT TRAFFIC		**0**	**0**	**0**		**0**	**0**	**58**	**64**	**0**	**2,692**	**107**		**51**	**2,750**	**0**

"AM PROJECT DISTRIBUTION"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
Net New Distribution	Entering															51.0%	
	Exiting											51.0%					

"PM PROJECT DISTRIBUTION"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
Net New Distribution	Entering															51.0%	
	Exiting											51.0%					

"AM PROJECT TRAFFIC"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
AM TRAFFIC DIVERSIONS																	
Project Trips	Pass - By																
	Valet																
	Net New											35				11	
AM TOTAL PROJECT TRAFFIC			**0**	**0**	**0**		**0**	**0**	**0**	**0**	**0**	**35**	**0**		**0**	**11**	**0**
AM TOTAL TRAFFIC			**0**	**0**	**0**		**0**	**0**	**17**	**42**	**0**	**2,392**	**60**		**35**	**2,264**	**0**

"PM PROJECT TRAFFIC"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
PM TRAFFIC DIVERSIONS																	
Project Trips	Pass - By																
	Valet																
	Net New											17				25	
PM TOTAL PROJECT TRAFFIC			**0**	**0**	**0**		**0**	**0**	**0**	**0**	**0**	**17**	**0**		**0**	**25**	**0**
PM TOTAL TRAFFIC			**0**	**0**	**0**		**0**	**0**	**58**	**64**	**0**	**2,709**	**107**		**51**	**2,775**	**0**

TRAFFIC VOLUMES
AT STUDY INTERSECTIONS

INTERSECTION: US-1/Biscayne Boulevard and NE 140th Street
COUNT DATE: February 6, 2025
AM PEAK HOUR FACTOR: 0.95
PM PEAK HOUR FACTOR: 0.98

"AM EXISTING TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
AM Raw Turning Movements		0	0	0		2	0	60	5	0	1,923	7		46	1,864	0
Peak Season Correction Factor	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02
AM EXISTING CONDITIONS		**0**	**0**	**0**		**2**	**0**	**61**	**5**	**0**	**1,961**	**7**		**47**	**1,901**	**0**

"PM EXISTING TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
PM Raw Turning Movements		0	0	0		3	0	49	6	0	2,164	8		96	2,024	0
Peak Season Correction Factor	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02
PM EXISTING CONDITIONS		**0**	**0**	**0**		**3**	**0**	**50**	**6**	**0**	**2,207**	**8**		**98**	**2,064**	**0**

"AM BACKGROUND TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
SoLe Mia											347				409	
Raising Cane's																
Capri - 13899 Biscayne Boulevard											26				0	
TOTAL "VESTED" TRAFFIC		0	0	0		0	0	0	0	0	373	0		0	409	0
Years To Buildout	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Yearly Growth Rate	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%
AM BACKGROUND TRAFFIC GROWTH		0	0	0		0	0	2	0	0	49	0		1	47	0
AM NON-PROJECT TRAFFIC		**0**	**0**	**0**		**2**	**0**	**63**	**5**	**0**	**2,383**	**7**		**48**	**2,357**	**0**

"PM BACKGROUND TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
SoLe Mia											506				481	
Raising Cane's																
Capri - 13899 Biscayne Boulevard											1				24	
TOTAL "VESTED" TRAFFIC		0	0	0		0	0	0	0	0	507	0		0	505	0
Years To Buildout	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Yearly Growth Rate	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%
PM BACKGROUND TRAFFIC GROWTH		0	0	0		0	0	1	0	0	55	0		2	52	0
PM NON-PROJECT TRAFFIC		**0**	**0**	**0**		**3**	**0**	**51**	**6**	**0**	**2,769**	**8**		**100**	**2,621**	**0**

"AM PROJECT DISTRIBUTION"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
Net New Distribution	Entering														51.0%		
	Exiting								41.0%			10.0%					

"PM PROJECT DISTRIBUTION"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
Net New Distribution	Entering														51.0%		
	Exiting								41.0%			10.0%					

"AM PROJECT TRAFFIC"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
AM TRAFFIC DIVERSIONS																	
Project Trips	Pass - By																
	Valet																
	Net New								28			7			11		
AM TOTAL PROJECT TRAFFIC			**0**	**0**	**0**		**0**	**0**	**28**	**0**	**0**	**7**	**0**		**11**	**0**	**0**
AM TOTAL TRAFFIC			**0**	**0**	**0**		**2**	**0**	**91**	**5**	**0**	**2,390**	**7**		**59**	**2,357**	**0**

"PM PROJECT TRAFFIC"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
PM TRAFFIC DIVERSIONS																	
Project Trips	Pass - By																
	Valet																
	Net New								14			3			25		
PM TOTAL PROJECT TRAFFIC			**0**	**0**	**0**		**0**	**0**	**14**	**0**	**0**	**3**	**0**		**25**	**0**	**0**
PM TOTAL TRAFFIC			**0**	**0**	**0**		**3**	**0**	**65**	**6**	**0**	**2,772**	**8**		**125**	**2,621**	**0**

TRAFFIC VOLUMES
AT STUDY INTERSECTIONS

INTERSECTION: US-1/Biscayne Boulevard and Highlands Drive/NE 139th Street
COUNT DATE: February 6, 2025
AM PEAK HOUR FACTOR: 0.95
PM PEAK HOUR FACTOR: 0.97

"AM EXISTING TRAFFIC"	WB2U	WB2L	WB2T	WB2R	WBU	WBL	WBT	WBR	NBR2	NBL	NBT	NBR	SBL2	SBL	SBT	SBR
AM Raw Turning Movements		0	0	7		88	0	43	1	0	1,841	29	1	59	1,815	0
Peak Season Correction Factor	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02
AM EXISTING CONDITIONS		**0**	**0**	**7**		**90**	**0**	**44**	**1**	**0**	**1,878**	**30**	**1**	**60**	**1,851**	**0**

"PM EXISTING TRAFFIC"	WB2U	WB2L	WB2T	WB2R	WBU	WBL	WBT	WBR	NBR2	NBL	NBT	NBR	SBL2	SBL	SBT	SBR
PM Raw Turning Movements		0	0	17		76	0	45	12	0	2,089	86	5	75	1,947	0
Peak Season Correction Factor	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02
PM EXISTING CONDITIONS		**0**	**0**	**17**		**78**	**0**	**46**	**12**	**0**	**2,131**	**88**	**5**	**77**	**1,986**	**0**

"AM BACKGROUND TRAFFIC"	WB2U	WB2L	WB2T	WB2R	WBU	WBL	WBT	WBR	NBR2	NBL	NBT	NBR	SBL2	SBL	SBT	SBR
SoLe Mia											347				409	
Raising Cane's																
Capri - 13899 Biscayne Boulevard				6		21		20	0			0	0	0		
TOTAL "VESTED" TRAFFIC		0	0	6		21	0	20	0	0	347	0	0	0	409	0
Years To Buildout	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Yearly Growth Rate	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%
AM BACKGROUND TRAFFIC GROWTH		0	0	0		2	0	1	0	0	47	1	0	1	46	0
AM NON-PROJECT TRAFFIC		**0**	**0**	**13**		**113**	**0**	**65**	**1**	**0**	**2,272**	**31**	**1**	**61**	**2,306**	**0**

"PM BACKGROUND TRAFFIC"	WB2U	WB2L	WB2T	WB2R	WBU	WBL	WBT	WBR	NBR2	NBL	NBT	NBR	SBL2	SBL	SBT	SBR
SoLe Mia											506				481	
Raising Cane's																
Capri - 13899 Biscayne Boulevard				0		0		1	4			15	6	18		
TOTAL "VESTED" TRAFFIC		0	0	0		0	0	1	4	0	506	15	6	18	481	0
Years To Buildout	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Yearly Growth Rate	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%
PM BACKGROUND TRAFFIC GROWTH		0	0	0		2	0	1	0	0	53	2	0	2	50	0
PM NON-PROJECT TRAFFIC		**0**	**0**	**17**		**80**	**0**	**48**	**16**	**0**	**2,690**	**105**	**11**	**97**	**2,517**	**0**

"AM PROJECT DISTRIBUTION"

LAND USE	TYPE	WB2U	WB2L	WB2T	WB2R	WBU	WBL	WBT	WBR	NBR2	NBL	NBT	NBR	SBL2	SBL	SBT	SBR
Net New	Entering									48.0%							
Distribution	Exiting				10.0%		48.0%										

"PM PROJECT DISTRIBUTION"

LAND USE	TYPE	WB2U	WB2L	WB2T	WB2R	WBU	WBL	WBT	WBR	NBR2	NBL	NBT	NBR	SBL2	SBL	SBT	SBR
Net New	Entering									48.0%							
Distribution	Exiting				10.0%		48.0%										

"AM PROJECT TRAFFIC"

LAND USE	TYPE	WB2U	WB2L	WB2T	WB2R	WBU	WBL	WBT	WBR	NBR2	NBL	NBT	NBR	SBL2	SBL	SBT	SBR
AM TRAFFIC DIVERSIONS																	
Project Trips	Pass - By																
	Valet																
	Net New				7		33			10							
AM TOTAL PROJECT TRAFFIC			**0**	**0**	**7**		**33**	**0**	**0**	**10**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
AM TOTAL TRAFFIC			**0**	**0**	**20**		**146**	**0**	**65**	**11**	**0**	**2,272**	**31**	**1**	**61**	**2,306**	**0**

"PM PROJECT TRAFFIC"

LAND USE	TYPE	WB2U	WB2L	WB2T	WB2R	WBU	WBL	WBT	WBR	NBR2	NBL	NBT	NBR	SBL2	SBL	SBT	SBR
PM TRAFFIC DIVERSIONS																	
Project Trips	Pass - By																
	Valet																
	Net New				3		16			24							
PM TOTAL PROJECT TRAFFIC			**0**	**0**	**3**		**16**	**0**	**0**	**24**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
PM TOTAL TRAFFIC			**0**	**0**	**20**		**96**	**0**	**48**	**40**	**0**	**2,690**	**105**	**11**	**97**	**2,517**	**0**

TRAFFIC VOLUMES
AT STUDY INTERSECTIONS

INTERSECTION: NE 20th Place and NE 140th Street
COUNT DATE: February 6, 2025
AM PEAK HOUR FACTOR: 0.86
PM PEAK HOUR FACTOR: 0.83

"AM EXISTING TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
AM Raw Turning Movements		0	0	18		0	1	0		64	0	0		0	0	0
Peak Season Correction Factor	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02
AM EXISTING CONDITIONS		**0**	**0**	**18**		**0**	**1**	**0**		**65**	**0**	**0**		**0**	**0**	**0**

"PM EXISTING TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
PM Raw Turning Movements		0	3	52		0	1	0		24	0	0		0	0	0
Peak Season Correction Factor	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02
PM EXISTING CONDITIONS		**0**	**3**	**53**		**0**	**1**	**0**		**24**	**0**	**0**		**0**	**0**	**0**

"AM BACKGROUND TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
SoLe Mia																
Raising Cane's																
Capri - 13899 Biscayne Boulevard																
TOTAL "VESTED" TRAFFIC		0	0	0		0	0	0		0	0	0		0	0	0
Years To Buildout	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Yearly Growth Rate	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%
AM BACKGROUND TRAFFIC GROWTH		0	0	0		0	0	0		2	0	0		0	0	0
AM NON-PROJECT TRAFFIC		**0**	**0**	**18**		**0**	**1**	**0**		**67**	**0**	**0**		**0**	**0**	**0**

"PM BACKGROUND TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
SoLe Mia																
Raising Cane's																
Capri - 13899 Biscayne Boulevard																
TOTAL "VESTED" TRAFFIC		0	0	0		0	0	0		0	0	0		0	0	0
Years To Buildout	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Yearly Growth Rate	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%
PM BACKGROUND TRAFFIC GROWTH		0	0	1		0	0	0		1	0	0		0	0	0
PM NON-PROJECT TRAFFIC		**0**	**3**	**54**		**0**	**1**	**0**		**25**	**0**	**0**		**0**	**0**	**0**

"AM PROJECT DISTRIBUTION"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
Net New Distribution	Entering				51.0%												
	Exiting										41.0%						

"PM PROJECT DISTRIBUTION"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
Net New Distribution	Entering				51.0%												
	Exiting										41.0%						

"AM PROJECT TRAFFIC"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
AM TRAFFIC DIVERSIONS																	
Project Trips	Pass - By																
	Valet																
	Net New				11						28						
AM TOTAL PROJECT TRAFFIC			**0**	**0**	**11**		**0**	**0**	**0**		**28**	**0**	**0**		**0**	**0**	**0**
AM TOTAL TRAFFIC			**0**	**0**	**29**		**0**	**1**	**0**		**95**	**0**	**0**		**0**	**0**	**0**

"PM PROJECT TRAFFIC"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
PM TRAFFIC DIVERSIONS																	
Project Trips	Pass - By																
	Valet																
	Net New				25						14						
PM TOTAL PROJECT TRAFFIC			**0**	**0**	**25**		**0**	**0**	**0**		**14**	**0**	**0**		**0**	**0**	**0**
PM TOTAL TRAFFIC			**0**	**3**	**79**		**0**	**1**	**0**		**39**	**0**	**0**		**0**	**0**	**0**

TRAFFIC VOLUMES
AT STUDY INTERSECTIONS

INTERSECTION: NE 20th Place/Seabreeze Drive and NE 139th Street
COUNT DATE: February 6, 2025
AM PEAK HOUR FACTOR: 0.93
PM PEAK HOUR FACTOR: 0.81

"AM EXISTING TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
AM Raw Turning Movements		0	0	11		0	0	1		15	60	0		1	16	0
Peak Season Correction Factor	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02
AM EXISTING CONDITIONS		**0**	**0**	**11**		**0**	**0**	**1**		**15**	**61**	**0**		**1**	**16**	**0**

"PM EXISTING TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
PM Raw Turning Movements		5	1	6		1	2	0		13	22	0		0	50	0
Peak Season Correction Factor	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02
PM EXISTING CONDITIONS		**5**	**1**	**6**		**1**	**2**	**0**		**13**	**22**	**0**		**0**	**51**	**0**

"AM BACKGROUND TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
SoLe Mia																
Raising Cane's																
Capri - 13899 Biscayne Boulevard																
TOTAL "VESTED" TRAFFIC		0	0	0		0	0	0		0	0	0		0	0	0
Years To Buildout	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Yearly Growth Rate	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%
AM BACKGROUND TRAFFIC GROWTH		0	0	0		0	0	0		0	2	0		0	0	0
AM NON-PROJECT TRAFFIC		**0**	**0**	**11**		**0**	**0**	**1**		**15**	**63**	**0**		**1**	**16**	**0**

"PM BACKGROUND TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
SoLe Mia																
Raising Cane's																
Capri - 13899 Biscayne Boulevard																
TOTAL "VESTED" TRAFFIC		0	0	0		0	0	0		0	0	0		0	0	0
Years To Buildout	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Yearly Growth Rate	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%
PM BACKGROUND TRAFFIC GROWTH		0	0	0		0	0	0		0	1	0		0	1	0
PM NON-PROJECT TRAFFIC		**5**	**1**	**6**		**1**	**2**	**0**		**13**	**23**	**0**		**0**	**52**	**0**

"AM PROJECT DISTRIBUTION"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
Net New	Entering			48.0%									1.0%		15.0%		
Distribution	Exiting						44.0%	10.0%	5.0%							5.0%	

"PM PROJECT DISTRIBUTION"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
Net New	Entering			48.0%									1.0%		15.0%		
Distribution	Exiting						44.0%	10.0%	5.0%							5.0%	

"AM PROJECT TRAFFIC"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
AM TRAFFIC DIVERSIONS																	
Project Trips	Pass - By																
	Valet																
	Net New			10			31	7	3				0		3	3	
AM TOTAL PROJECT TRAFFIC			**0**	**10**	**0**		**31**	**7**	**3**		**0**	**0**	**0**		**3**	**3**	**0**
AM TOTAL TRAFFIC			**0**	**10**	**11**		**31**	**7**	**4**		**15**	**63**	**0**		**4**	**19**	**0**

"PM PROJECT TRAFFIC"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
PM TRAFFIC DIVERSIONS																	
Project Trips	Pass - By																
	Valet																
	Net New			24			15	3	2				1		8	2	
PM TOTAL PROJECT TRAFFIC			**0**	**24**	**0**		**15**	**3**	**2**		**0**	**0**	**1**		**8**	**2**	**0**
PM TOTAL TRAFFIC			**5**	**25**	**6**		**16**	**5**	**2**		**13**	**23**	**1**		**8**	**54**	**0**

TRAFFIC VOLUMES
AT STUDY INTERSECTIONS

INTERSECTION: NE 20th Place/Seabreeze Drive and Highland Drive
COUNT DATE: February 6, 2025
AM PEAK HOUR FACTOR: 0.92
PM PEAK HOUR FACTOR: 0.87

"AM EXISTING TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
AM Raw Turning Movements		13	35	0		0	97	67		1	0	0		14	0	16
Peak Season Correction Factor	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02
AM EXISTING CONDITIONS		**13**	**36**	**0**		**0**	**99**	**68**		**1**	**0**	**0**		**14**	**0**	**16**

"PM EXISTING TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
PM Raw Turning Movements		12	95	0		0	65	24		0	0	0		45	1	15
Peak Season Correction Factor	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02
PM EXISTING CONDITIONS		**12**	**97**	**0**		**0**	**66**	**24**		**0**	**0**	**0**		**46**	**1**	**15**

"AM BACKGROUND TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
SoLe Mia																
Raising Cane's																
Capri - 13899 Biscayne Boulevard																
TOTAL "VESTED" TRAFFIC		0	0	0		0	0	0		0	0	0		0	0	0
Years To Buildout	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Yearly Growth Rate	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%
AM BACKGROUND TRAFFIC GROWTH		0	1	0		0	2	2		0	0	0		0	0	0
AM NON-PROJECT TRAFFIC		**13**	**37**	**0**		**0**	**101**	**70**		**1**	**0**	**0**		**14**	**0**	**16**

"PM BACKGROUND TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
SoLe Mia																
Raising Cane's																
Capri - 13899 Biscayne Boulevard																
TOTAL "VESTED" TRAFFIC		0	0	0		0	0	0		0	0	0		0	0	0
Years To Buildout	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Yearly Growth Rate	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%
PM BACKGROUND TRAFFIC GROWTH		0	2	0		0	2	1		0	0	0		1	0	0
PM NON-PROJECT TRAFFIC		**12**	**99**	**0**		**0**	**68**	**25**		**0**	**0**	**0**		**47**	**1**	**15**

"AM PROJECT DISTRIBUTION"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
Net New	Entering								1.0%								
Distribution	Exiting														1.0%		48.0%

"PM PROJECT DISTRIBUTION"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
Net New	Entering								1.0%								
Distribution	Exiting														1.0%		48.0%

"AM PROJECT TRAFFIC"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
AM TRAFFIC DIVERSIONS																	
Project Trips	Pass - By																
	Valet																
	Net New								0						1		33
AM TOTAL PROJECT TRAFFIC			**0**	**0**	**0**		**0**	**0**	**0**		**0**	**0**	**0**		**1**	**0**	**33**
AM TOTAL TRAFFIC			**13**	**37**	**0**		**0**	**101**	**70**		**1**	**0**	**0**		**15**	**0**	**49**

"PM PROJECT TRAFFIC"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
PM TRAFFIC DIVERSIONS																	
Project Trips	Pass - By																
	Valet																
	Net New								1						1		16
PM TOTAL PROJECT TRAFFIC			**0**	**0**	**0**		**0**	**0**	**1**		**0**	**0**	**0**		**1**	**0**	**16**
PM TOTAL TRAFFIC			**12**	**99**	**0**		**0**	**68**	**26**		**0**	**0**	**0**		**48**	**1**	**31**

TRAFFIC VOLUMES
AT STUDY INTERSECTIONS

INTERSECTION: US-1/Biscayne Boulevard and NE 143rd Street
COUNT DATE: October 30, 2024
AM PEAK HOUR FACTOR: 0.91
PM PEAK HOUR FACTOR: 0.96

"AM EXISTING TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
AM Raw Turning Movements		0	0	0		250	0	36		22	1,535	274		61	1,654	0
Peak Season Correction Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
AM EXISTING CONDITIONS		**0**	**0**	**0**		**250**	**0**	**36**		**22**	**1,535**	**274**		**61**	**1,654**	**0**

"PM EXISTING TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
PM Raw Turning Movements		0	0	0		336	0	136		41	1,841	240		125	1,678	0
Peak Season Correction Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PM EXISTING CONDITIONS		**0**	**0**	**0**		**336**	**0**	**136**		**41**	**1,841**	**240**		**125**	**1,678**	**0**

"AM BACKGROUND TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
SoLe Mia						426		378			10	365		325	12	
Raising Cane's																
Capri - 13899 Biscayne Boulevard											26				0	
TOTAL "VESTED" TRAFFIC		0	0	0		426	0	378		0	36	365		325	12	0
Years To Buildout	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Yearly Growth Rate	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%
AM BACKGROUND TRAFFIC GROWTH		0	0	0		9	0	1		1	58	10		2	62	0
AM NON-PROJECT TRAFFIC		**0**	**0**	**0**		**685**	**0**	**415**		**23**	**1,629**	**649**		**388**	**1,728**	**0**

"PM BACKGROUND TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
SoLe Mia						570		515			14	596		537	14	
Raising Cane's																
Capri - 13899 Biscayne Boulevard											1				24	
TOTAL "VESTED" TRAFFIC		0	0	0		570	0	515		0	15	596		537	38	0
Years To Buildout	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Yearly Growth Rate	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%
PM BACKGROUND TRAFFIC GROWTH		0	0	0		13	0	5		2	69	9		5	63	0
PM NON-PROJECT TRAFFIC		**0**	**0**	**0**		**919**	**0**	**656**		**43**	**1,925**	**845**		**667**	**1,779**	**0**

"AM PROJECT DISTRIBUTION"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
Pass-By Distribution	Entering																
	Exiting																
Valet Distribution	Entering																
	Exiting																
Net New Distribution	Entering															51.0%	
	Exiting											51.0%					

"PM PROJECT DISTRIBUTION"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
Pass-By Distribution	Entering																
	Exiting																
Valet Distribution	Entering																
	Exiting																
Net New Distribution	Entering															51.0%	
	Exiting											51.0%					

"AM PROJECT TRAFFIC"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
AM TRAFFIC DIVERSIONS																	
Project Trips	Pass - By																
	Valet																
	Net New											35				11	
AM TOTAL PROJECT TRAFFIC			**0**	**0**	**0**		**0**	**0**	**0**		**0**	**35**	**0**		**0**	**11**	**0**
AM TOTAL TRAFFIC			**0**	**0**	**0**		**685**	**0**	**415**		**23**	**1,664**	**649**		**388**	**1,739**	**0**

"PM PROJECT TRAFFIC"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
PM TRAFFIC DIVERSIONS																	
Project Trips	Pass - By																
	Valet																
	Net New											17				25	
PM TOTAL PROJECT TRAFFIC			**0**	**0**	**0**		**0**	**0**	**0**		**0**	**17**	**0**		**0**	**25**	**0**
PM TOTAL TRAFFIC			**0**	**0**	**0**		**919**	**0**	**656**		**43**	**1,942**	**845**		**667**	**1,804**	**0**

TRAFFIC VOLUMES
AT STUDY INTERSECTIONS

INTERSECTION: NE 20th Place/Seabreeze Drive and West Project Driveway
COUNT DATE: February 6, 2025
AM PEAK HOUR FACTOR: 0.92
PM PEAK HOUR FACTOR: 0.92

"AM EXISTING TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
AM Raw Turning Movements		0	0	0		0	0	0		0	61	0		0	17	0
Peak Season Correction Factor	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02
AM EXISTING CONDITIONS		**0**	**0**	**0**		**0**	**0**	**0**		**0**	**62**	**0**		**0**	**17**	**0**

"PM EXISTING TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
PM Raw Turning Movements		0	0	0		0	0	0		0	27	0		0	50	0
Peak Season Correction Factor	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02
PM EXISTING CONDITIONS		**0**	**0**	**0**		**0**	**0**	**0**		**0**	**28**	**0**		**0**	**51**	**0**

"AM BACKGROUND TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
SoLe Mia																
Raising Cane's																
Capri - 13899 Biscayne Boulevard																
TOTAL "VESTED" TRAFFIC		0	0	0		0	0	0		0	0	0		0	0	0
Years To Buildout	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Yearly Growth Rate	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%
AM BACKGROUND TRAFFIC GROWTH		0	0	0		0	0	0		0	2	0		0	0	0
AM NON-PROJECT TRAFFIC		**0**	**0**	**0**		**0**	**0**	**0**		**0**	**64**	**0**		**0**	**17**	**0**

"PM BACKGROUND TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
SoLe Mia																
Raising Cane's																
Capri - 13899 Biscayne Boulevard																
TOTAL "VESTED" TRAFFIC		0	0	0		0	0	0		0	0	0		0	0	0
Years To Buildout	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Yearly Growth Rate	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%
PM BACKGROUND TRAFFIC GROWTH		0	0	0		0	0	0		0	1	0		0	1	0
PM NON-PROJECT TRAFFIC		**0**	**0**	**0**		**0**	**0**	**0**		**0**	**29**	**0**		**0**	**52**	**0**

"AM PROJECT DISTRIBUTION"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
Net New	Entering														36.0%	15.0%	
Distribution	Exiting						5.0%		36.0%			5.0%					

"PM PROJECT DISTRIBUTION"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
Net New	Entering														36.0%	15.0%	
Distribution	Exiting						5.0%		36.0%			5.0%					

"AM PROJECT TRAFFIC"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
AM TRAFFIC DIVERSIONS																	
Project Trips	Pass - By																
	Valet																
	Net New						4		28			3			8	3	
AM TOTAL PROJECT TRAFFIC			**0**	**0**	**0**		**4**	**0**	**28**		**0**	**3**	**0**		**8**	**3**	**0**
AM TOTAL TRAFFIC			**0**	**0**	**0**		**4**	**0**	**28**		**0**	**67**	**0**		**8**	**20**	**0**

"PM PROJECT TRAFFIC"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
PM TRAFFIC DIVERSIONS																	
Project Trips	Pass - By																
	Valet																
	Net New						2		14			2			22	8	
PM TOTAL PROJECT TRAFFIC			**0**	**0**	**0**		**2**	**0**	**14**		**0**	**2**	**0**		**22**	**8**	**0**
PM TOTAL TRAFFIC			**0**	**0**	**0**		**2**	**0**	**14**		**0**	**31**	**0**		**22**	**60**	**0**

TRAFFIC VOLUMES
AT STUDY INTERSECTIONS

INTERSECTION: NE 139th Street and South Project Driveway
COUNT DATE: February 6, 2025
AM PEAK HOUR FACTOR: 0.92
PM PEAK HOUR FACTOR: 0.92

"AM EXISTING TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
AM Raw Turning Movements		0	0	0		0	0	0		0	0	0		0	0	0
Peak Season Correction Factor	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02
AM EXISTING CONDITIONS		**0**	**0**	**0**		**0**	**0**	**0**		**0**	**0**	**0**		**0**	**0**	**0**

"PM EXISTING TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
PM Raw Turning Movements		0	0	0		0	0	0		0	0	0		0	0	0
Peak Season Correction Factor	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02
PM EXISTING CONDITIONS		**0**	**0**	**0**		**0**	**0**	**0**		**0**	**0**	**0**		**0**	**0**	**0**

"AM BACKGROUND TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
SoLe Mia																
Raising Cane's																
Capri - 13899 Biscayne Boulevard																
TOTAL "VESTED" TRAFFIC		0	0	0		0	0	0		0	0	0		0	0	0
Years To Buildout	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Yearly Growth Rate	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%
AM BACKGROUND TRAFFIC GROWTH		0	0	0		0	0	0		0	0	0		0	0	0
AM NON-PROJECT TRAFFIC		**0**	**0**	**0**		**0**	**0**	**0**		**0**	**0**	**0**		**0**	**0**	**0**

"PM BACKGROUND TRAFFIC"	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
SoLe Mia																
Raising Cane's																
Capri - 13899 Biscayne Boulevard																
TOTAL "VESTED" TRAFFIC		0	0	0		0	0	0		0	0	0		0	0	0
Years To Buildout	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Yearly Growth Rate	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%	1.24%
PM BACKGROUND TRAFFIC GROWTH		0	0	0		0	0	0		0	0	0		0	0	0
PM NON-PROJECT TRAFFIC		**0**	**0**	**0**		**0**	**0**	**0**		**0**	**0**	**0**		**0**	**0**	**0**

"AM PROJECT DISTRIBUTION"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
Net New Distribution	Entering		64.0%														
	Exiting																59.0%

"PM PROJECT DISTRIBUTION"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
Net New Distribution	Entering		64.0%														
	Exiting																59.0%

"AM PROJECT TRAFFIC"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
AM TRAFFIC DIVERSIONS																	
Project Trips	Pass - By																
	Valet																
	Net New		15														46
AM TOTAL PROJECT TRAFFIC			**15**	**0**	**0**		**0**	**0**	**0**		**0**	**0**	**0**		**0**	**0**	**46**
AM TOTAL TRAFFIC			**15**	**0**	**0**		**0**	**0**	**0**		**0**	**0**	**0**		**0**	**0**	**46**

"PM PROJECT TRAFFIC"

LAND USE	TYPE	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR
PM TRAFFIC DIVERSIONS																	
Project Trips	Pass - By																
	Valet																
	Net New		38														23
PM TOTAL PROJECT TRAFFIC			**38**	**0**	**0**		**0**	**0**	**0**		**0**	**0**	**0**		**0**	**0**	**23**
PM TOTAL TRAFFIC			**38**	**0**	**0**		**0**	**0**	**0**		**0**	**0**	**0**		**0**	**0**	**23**

Appendix J

Left-Turn Lane Analysis Worksheets

A.M. Peak Hour - NE 20th Place and West Project Driveway

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

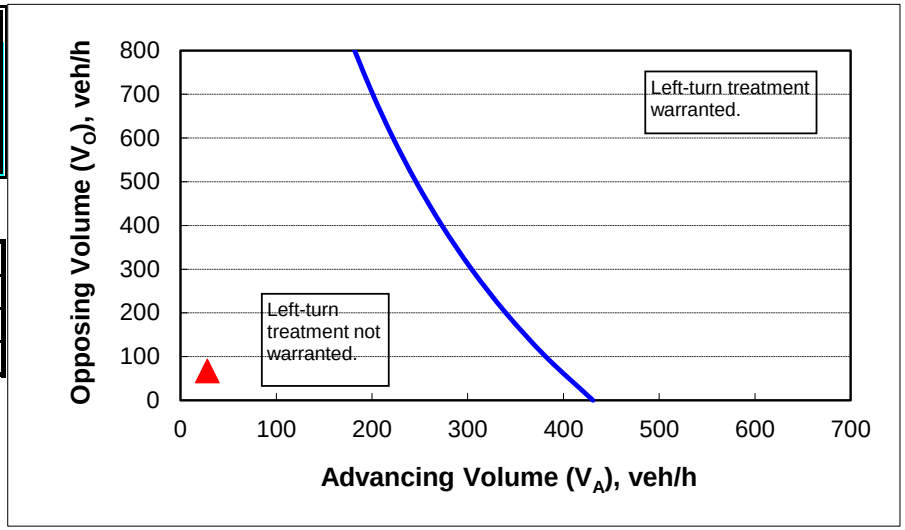
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	30
Percent of left-turns in advancing volume (V_A), %:	29%
Advancing volume (V_A), veh/h:	28
Opposing volume (V_O), veh/h:	67

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	397
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment NOT warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

P.M. Peak Hour - NE 20th Place and West Project Driveway

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

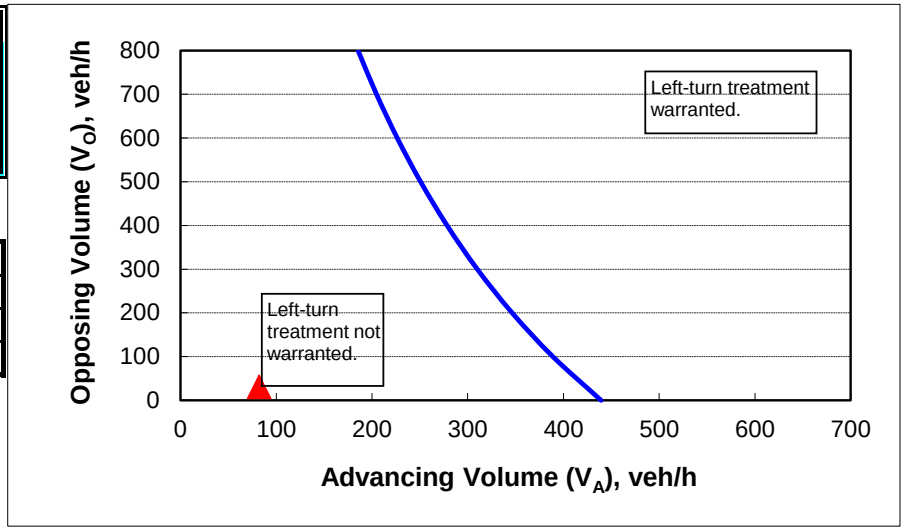
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	30
Percent of left-turns in advancing volume (V_A), %:	27%
Advancing volume (V_A), veh/h:	82
Opposing volume (V_O), veh/h:	31

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	423
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment NOT warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

A.M. Peak Hour - NE 139th Street and South Project Driveway

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

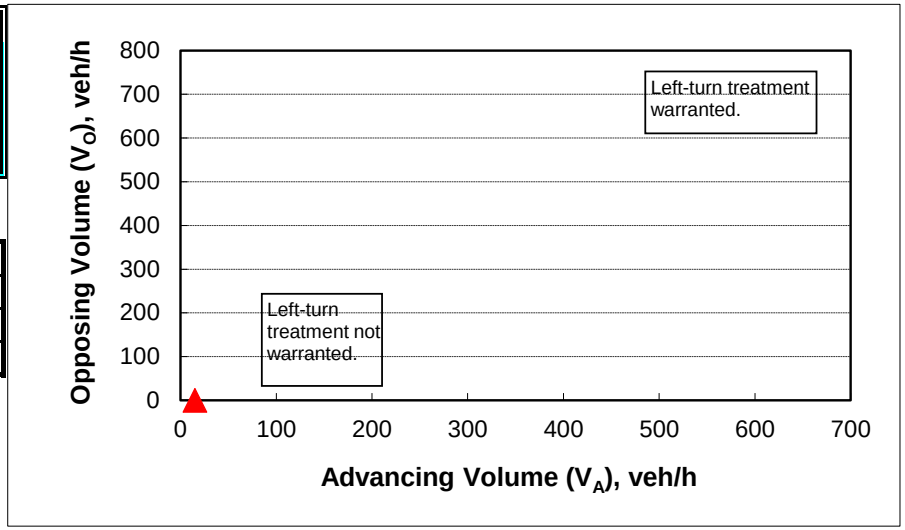
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	30
Percent of left-turns in advancing volume (V_A), %:	100%
Advancing volume (V_A), veh/h:	15
Opposing volume (V_O), veh/h:	0

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	Undefined
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment NOT warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

P.M. Peak Hour - NE 139th Street and South Project Driveway

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

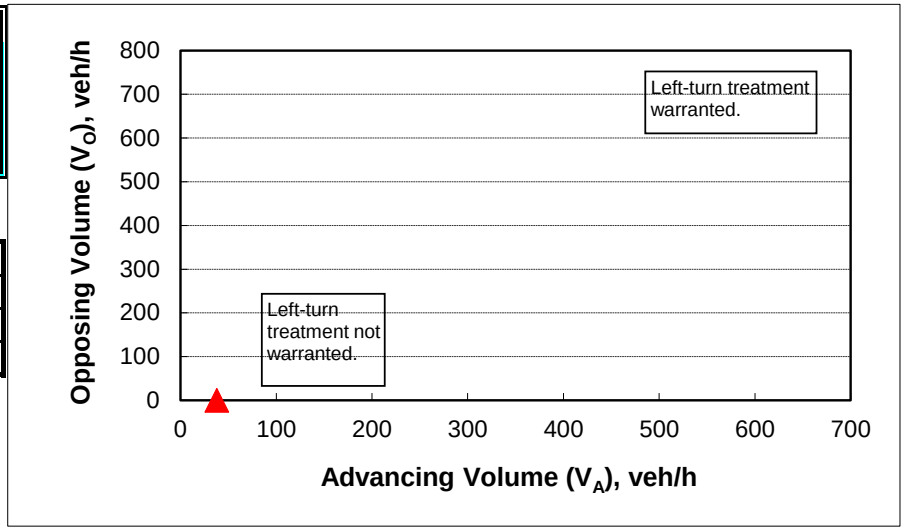
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	30
Percent of left-turns in advancing volume (V_A), %:	100%
Advancing volume (V_A), veh/h:	38
Opposing volume (V_O), veh/h:	0

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	Undefined
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment NOT warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

Appendix K

Intersection Capacity Analysis Worksheets

Existing A.M.

Intersection	
Int Delay, s/veh	0.8

Movement	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Vol, veh/h	0	17	41	1936	59	34	1799
Future Vol, veh/h	0	17	41	1936	59	34	1799
Conflicting Peds, #/hr	0	0	0	0	5	5	0
Sign Control	Stop	Stop	Free	Free	Free	Free	Free
RT Channelized	-	None	-	-	None	-	None
Storage Length	-	0	100	-	-	125	-
Veh in Median Storage, #	0	-	-	0	-	-	0
Grade, %	0	-	-	0	-	-	0
Peak Hour Factor	95	95	95	95	95	95	95
Heavy Vehicles, %	3	3	3	3	3	3	3
Mvmt Flow	0	18	43	2038	62	36	1894

Major/Minor	Minor1		Major1			Major2	
Conflicting Flow All	-	1055	1382	0	0	2105	0
Stage 1	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-
Critical Hdwy	-	4.9	5.66	-	-	5.36	-
Critical Hdwy Stg 1	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-
Follow-up Hdwy	-	3.9	2.33	-	-	3.13	-
Pot Cap-1 Maneuver	0	368	266	-	-	109	-
Stage 1	0	-	-	-	-	-	-
Stage 2	0	-	-	-	-	-	-
Platoon blocked, %				-	-		-
Mov Cap-1 Maneuver	-	367	266	-	-	109	-
Mov Cap-2 Maneuver	-	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	15.32	0.43	0.99
HCM LOS	C		

Minor Lane/Major Mvmt	NBU	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	266	-	-	367	109	-
HCM Lane V/C Ratio	0.162	-	-	0.049	0.329	-
HCM Control Delay (s/veh)	21.1	-	-	15.3	53.6	-
HCM Lane LOS	C	-	-	C	F	-
HCM 95th %tile Q(veh)	0.6	-	-	0.2	1.3	-

Intersection	
Int Delay, s/veh	1

Movement	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Vol, veh/h	2	61	5	1961	7	47	1901
Future Vol, veh/h	2	61	5	1961	7	47	1901
Conflicting Peds, #/hr	0	1	0	0	3	3	0
Sign Control	Stop	Stop	Free	Free	Free	Free	Free
RT Channelized	-	None	-	-	None	-	None
Storage Length	0	-	75	-	-	175	-
Veh in Median Storage, #	2	-	-	0	-	-	0
Grade, %	0	-	-	0	-	-	0
Peak Hour Factor	95	95	95	95	95	95	95
Heavy Vehicles, %	3	3	3	3	3	3	3
Mvmt Flow	2	64	5	2064	7	49	2001

Major/Minor	Minor1		Major1			Major2	
Conflicting Flow All	2981	1040	1461	0	0	2075	0
Stage 1	2081	-	-	-	-	-	-
Stage 2	899	-	-	-	-	-	-
Critical Hdwy	4.4	4.9	5.66	-	-	5.36	-
Critical Hdwy Stg 1	4.4	-	-	-	-	-	-
Critical Hdwy Stg 2	4.4	-	-	-	-	-	-
Follow-up Hdwy	3.8	3.9	2.33	-	-	3.13	-
Pot Cap-1 Maneuver	82	374	240	-	-	113	-
Stage 1	184	-	-	-	-	-	-
Stage 2	489	-	-	-	-	-	-
Platoon blocked, %				-	-		-
Mov Cap-1 Maneuver	45	372	240	-	-	113	-
Mov Cap-2 Maneuver	147	-	-	-	-	-	-
Stage 1	179	-	-	-	-	-	-
Stage 2	274	-	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	17.46	0.05	1.44
HCM LOS	C		

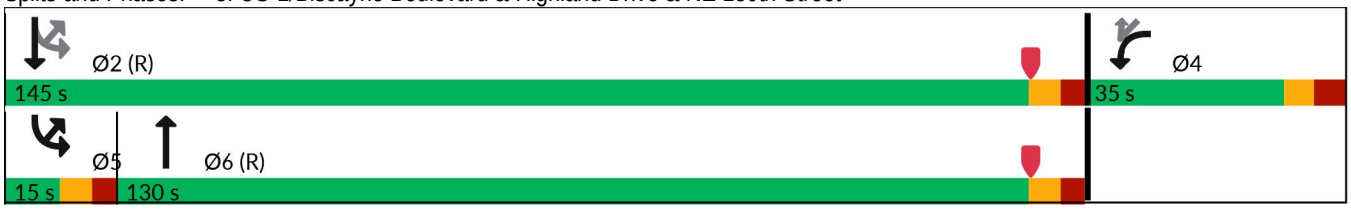
Minor Lane/Major Mvmt	NBU	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	240	-	-	355	113	-
HCM Lane V/C Ratio	0.022	-	-	0.187	0.439	-
HCM Control Delay (s/veh)	20.3	-	-	17.5	59.8	-
HCM Lane LOS	C	-	-	C	F	-
HCM 95th %tile Q(veh)	0.1	-	-	0.7	1.9	-

Lane Group	WBL	NBT	SBL2	SBL	SBT	SWR
Lane Configurations						
Traffic Volume (vph)	90	1878	1	60	1851	7
Future Volume (vph)	90	1878	1	60	1851	7
Turn Type	Prot	NA	pm+pt	pm+pt	NA	Perm
Protected Phases	4	6	5	5	2	
Permitted Phases			2	2		4
Detector Phase	4	6	5	5	2	4
Switch Phase						
Minimum Initial (s)	7.0	7.0	5.0	5.0	7.0	7.0
Minimum Split (s)	33.3	30.6	12.6	12.6	30.6	33.3
Total Split (s)	35.0	130.0	15.0	15.0	145.0	35.0
Total Split (%)	19.4%	72.2%	8.3%	8.3%	80.6%	19.4%
Yellow Time (s)	4.0	4.4	4.4	4.4	4.4	4.0
All-Red Time (s)	4.3	3.2	3.2	3.2	3.2	4.3
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	8.3	7.6		7.6	7.6	8.3
Lead/Lag		Lag	Lead	Lead		
Lead-Lag Optimize?		Yes	Yes	Yes		
Recall Mode	None	C-Max	None	None	C-Max	None

Intersection Summary

Cycle Length: 180
Actuated Cycle Length: 180
Offset: 140 (78%), Referenced to phase 2:SBTL and 6:NBT, Start of Yellow
Natural Cycle: 90
Control Type: Actuated-Coordinated

Splits and Phases: 3: US-1/Biscayne Boulevard & Highland Drive & NE 139th Street



Movement	WBL	WBR	NBT	NBR	NBR2	SBL2	SBL	SBT	SWL	SWR
Lane Configurations										
Traffic Volume (vph)	90	44	1878	1	30	1	60	1851	0	7
Future Volume (vph)	90	44	1878	1	30	1	60	1851	0	7
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	8.3		7.6				7.6	7.6		8.3
Lane Util. Factor	1.00		0.91				1.00	0.91		1.00
Frpb, ped/bikes	1.00		1.00				1.00	1.00		1.00
Flpb, ped/bikes	1.00		1.00				1.00	1.00		1.00
Frt	0.96		1.00				1.00	1.00		0.87
Flt Protected	0.97		1.00				0.95	1.00		1.00
Satd. Flow (prot)	1723		5070				1770	5085		1611
Flt Permitted	0.97		1.00				0.07	1.00		1.00
Satd. Flow (perm)	1723		5070				130	5085		1611
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	95	46	1977	1	32	1	63	1948	0	7
RTOR Reduction (vph)	0	0	1	0	0	0	0	0	0	6
Lane Group Flow (vph)	141	0	2009	0	0	0	64	1948	0	1
Confl. Peds. (#/hr)	3			1	1	1	1			
Confl. Bikes (#/hr)				6	6					
Turn Type	Prot		NA			pm+pt	pm+pt	NA		Perm
Protected Phases	4		6			5	5	2		
Permitted Phases						2	2			4
Actuated Green, G (s)	21.4		129.1				142.7	142.7		21.4
Effective Green, g (s)	21.4		129.1				142.7	142.7		21.4
Actuated g/C Ratio	0.12		0.72				0.79	0.79		0.12
Clearance Time (s)	8.3		7.6				7.6	7.6		8.3
Vehicle Extension (s)	5.0		1.0				2.0	1.0		5.0
Lane Grp Cap (vph)	204		3636				157	4031		191
v/s Ratio Prot	c0.08		c0.40				0.01	c0.38		
v/s Ratio Perm							0.31			0.00
v/c Ratio	0.69		0.55				0.41	0.48		0.00
Uniform Delay, d1	76.1		11.9				9.5	6.3		69.9
Progression Factor	1.00		1.00				1.09	0.99		1.00
Incremental Delay, d2	12.1		0.6				0.6	0.4		0.0
Delay (s)	88.3		12.5				10.8	6.6		69.9
Level of Service	F		B				B	A		E
Approach Delay (s/veh)	88.3		12.5					6.7	69.9	
Approach LOS	F		B					A	E	

Intersection Summary

HCM 2000 Control Delay (s/veh)	12.4	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.58		
Actuated Cycle Length (s)	180.0	Sum of lost time (s)	23.5
Intersection Capacity Utilization	68.4%	ICU Level of Service	C
Analysis Period (min)	15		

c Critical Lane Group

Intersection	
Int Delay, s/veh	7.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	0	18	0	1	65	0
Future Vol, veh/h	0	18	0	1	65	0
Conflicting Peds, #/hr	0	0	0	0	0	1
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	86	86	86	86	86	86
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	0	21	0	1	76	0

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	21	0	12	11
Stage 1	-	-	-	-	10	-
Stage 2	-	-	-	-	1	-
Critical Hdwy	-	-	4.13	-	4.4	4.9
Critical Hdwy Stg 1	-	-	-	-	5.43	-
Critical Hdwy Stg 2	-	-	-	-	5.43	-
Follow-up Hdwy	-	-	2.227	-	3.8	3.9
Pot Cap-1 Maneuver	-	-	1588	-	940	914
Stage 1	-	-	-	-	938	-
Stage 2	-	-	-	-	946	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1588	-	940	914
Mov Cap-2 Maneuver	-	-	-	-	940	-
Stage 1	-	-	-	-	938	-
Stage 2	-	-	-	-	946	-

Approach	EB	WB	NB
HCM Control Delay, s/v	0	0	9.17
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	940	-	-	1588	-
HCM Lane V/C Ratio	0.08	-	-	-	-
HCM Control Delay (s/veh)	9.2	-	-	0	-
HCM Lane LOS	A	-	-	A	-
HCM 95th %tile Q(veh)	0.3	-	-	0	-

Intersection	
Int Delay, s/veh	8.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	0	11	0	0	1	15	61	0	1	16	0
Future Vol, veh/h	0	0	11	0	0	1	15	61	0	1	16	0
Conflicting Peds, #/hr	0	0	2	2	0	0	1	0	2	2	0	1
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	93	93	93	93	93	93	93	93	93	93	93	93
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	0	0	12	0	0	1	16	66	0	1	17	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1	0	0	14	0	0	18	9	10	35	14	2
Stage 1	-	-	-	-	-	-	8	8	-	1	1	-
Stage 2	-	-	-	-	-	-	10	1	-	35	14	-
Critical Hdwy	4.13	-	-	4.13	-	-	4.4	4.4	4.9	4.4	4.4	4.9
Critical Hdwy Stg 1	-	-	-	-	-	-	4.4	4.4	-	4.4	4.4	-
Critical Hdwy Stg 2	-	-	-	-	-	-	4.4	4.4	-	4.4	4.4	-
Follow-up Hdwy	2.227	-	-	2.227	-	-	3.8	3.8	3.9	3.8	3.8	3.9
Pot Cap-1 Maneuver	1615	-	-	1598	-	-	936	941	916	924	938	922
Stage 1	-	-	-	-	-	-	942	942	-	947	947	-
Stage 2	-	-	-	-	-	-	941	947	-	925	938	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1615	-	-	1595	-	-	916	940	912	858	936	921
Mov Cap-2 Maneuver	-	-	-	-	-	-	916	940	-	858	936	-
Stage 1	-	-	-	-	-	-	940	940	-	947	947	-
Stage 2	-	-	-	-	-	-	923	947	-	859	937	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0	0	9.22	8.94
HCM LOS			A	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	935	1615	-	-	1595	-	-	931
HCM Lane V/C Ratio	0.087	-	-	-	-	-	-	0.02
HCM Control Delay (s/veh)	9.2	0	-	-	0	-	-	8.9
HCM Lane LOS	A	A	-	-	A	-	-	A
HCM 95th %tile Q(veh)	0.3	0	-	-	0	-	-	0.1

Intersection						
Int Delay, s/veh	1.6					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	13	36	99	68	14	16
Future Vol, veh/h	13	36	99	68	14	16
Conflicting Peds, #/hr	1	0	0	1	1	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	14	39	108	74	15	17

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	183	0	-	0	214	146
Stage 1	-	-	-	-	146	-
Stage 2	-	-	-	-	68	-
Critical Hdwy	4.13	-	-	-	4.4	4.9
Critical Hdwy Stg 1	-	-	-	-	4.4	-
Critical Hdwy Stg 2	-	-	-	-	4.4	-
Follow-up Hdwy	2.227	-	-	-	3.8	3.9
Pot Cap-1 Maneuver	1387	-	-	-	815	818
Stage 1	-	-	-	-	855	-
Stage 2	-	-	-	-	903	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1385	-	-	-	805	818
Mov Cap-2 Maneuver	-	-	-	-	805	-
Stage 1	-	-	-	-	846	-
Stage 2	-	-	-	-	902	-

Approach	EB	WB	SB
HCM Control Delay, s/v	2.02	0	9.62
HCM LOS			A

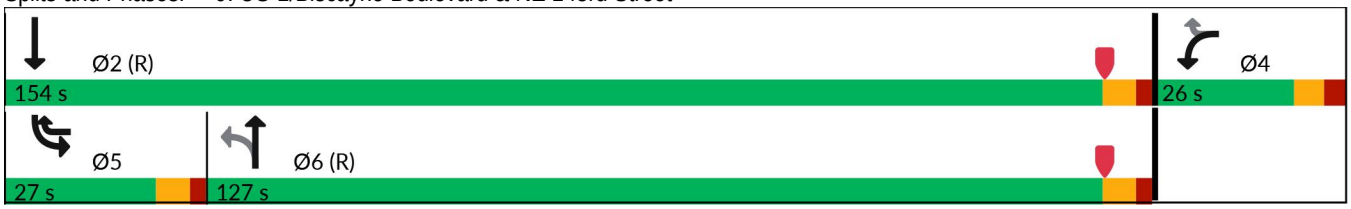
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	478	-	-	-	812
HCM Lane V/C Ratio	0.01	-	-	-	0.04
HCM Control Delay (s/veh)	7.6	0	-	-	9.6
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.1

Lane Group	WBL	WBR	NBL	NBT	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	250	36	22	1535	61	1654
Future Volume (vph)	250	36	22	1535	61	1654
Turn Type	Prot	pm+ov	Perm	NA	Prot	NA
Protected Phases	4	5		6	5	2
Permitted Phases		4	6			
Detector Phase	4	5	6	6	5	2
Switch Phase						
Minimum Initial (s)	7.0	5.0	7.0	7.0	5.0	7.0
Minimum Split (s)	35.0	11.6	29.6	29.6	11.6	29.6
Total Split (s)	26.0	27.0	127.0	127.0	27.0	154.0
Total Split (%)	14.4%	15.0%	70.6%	70.6%	15.0%	85.6%
Yellow Time (s)	4.0	4.4	4.4	4.4	4.4	4.4
All-Red Time (s)	3.0	2.2	2.2	2.2	2.2	2.2
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0	6.6	6.6	6.6	6.6	6.6
Lead/Lag		Lead	Lag	Lag	Lead	
Lead-Lag Optimize?		Yes	Yes	Yes	Yes	
Recall Mode	None	None	C-Max	C-Max	None	C-Max

Intersection Summary

Cycle Length: 180
Actuated Cycle Length: 180
Offset: 121 (67%), Referenced to phase 2:SBT and 6:NBTL, Start of Yellow
Natural Cycle: 90
Control Type: Actuated-Coordinated

Splits and Phases: 9: US-1/Biscayne Boulevard & NE 143rd Street



HCM 7th Signalized Intersection Summary
9: US-1/Biscayne Boulevard & NE 143rd Street

AM Peak Hour
Existing Conditions

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	0	0	250	0	36	22	1535	274	61	1654	0
Future Volume (veh/h)	0	0	0	250	0	36	22	1535	274	61	1654	0
Initial Q (Qb), veh				0	0	0	0	0	0	0	0	0
Lane Width Adj.				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)				1.00		1.00	1.00		0.97	1.00		1.00
Parking Bus, Adj				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach					No			No			No	
Adj Sat Flow, veh/h/ln				1856	0	1856	1856	1856	1856	1856	1856	1856
Adj Flow Rate, veh/h				275	0	6	24	1687	254	67	1818	0
Peak Hour Factor				0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %				3	0	3	3	3	3	3	3	3
Cap, veh/h				314	0	191	236	3394	508	102	4219	0
Arrive On Green				0.09	0.00	0.09	1.00	1.00	1.00	0.04	1.00	0.00
Sat Flow, veh/h				3428	0	1572	255	4428	662	3428	5233	0
Grp Volume(v), veh/h				275	0	6	24	1284	657	67	1818	0
Grp Sat Flow(s),veh/h/ln				1714	0	1572	255	1689	1713	1714	1689	0
Q Serve(g_s), s				14.3	0.0	0.6	0.0	0.0	0.0	3.5	0.0	0.0
Cycle Q Clear(g_c), s				14.3	0.0	0.6	0.0	0.0	0.0	3.5	0.0	0.0
Prop In Lane				1.00		1.00	1.00		0.39	1.00		0.00
Lane Grp Cap(c), veh/h				314	0	191	236	2589	1313	102	4219	0
V/C Ratio(X)				0.88	0.00	0.03	0.10	0.50	0.50	0.66	0.43	0.00
Avail Cap(c_a), veh/h				362	0	213	236	2589	1313	389	4219	0
HCM Platoon Ratio				1.00	1.00	1.00	1.33	1.33	1.33	1.33	1.33	1.33
Upstream Filter(I)				1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh				80.8	0.0	69.8	0.0	0.0	0.0	85.5	0.0	0.0
Incr Delay (d2), s/veh				18.3	0.0	0.0	0.9	0.7	1.4	2.7	0.3	0.0
Initial Q Delay(d3), s/veh				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln				7.2	0.0	0.6	0.1	0.2	0.5	1.6	0.1	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh				99.0	0.0	69.8	0.9	0.7	1.4	88.2	0.3	0.0
LnGrp LOS				F		E	A	A	A	F	A	
Approach Vol, veh/h					281			1965			1885	
Approach Delay, s/veh					98.4			0.9			3.4	
Approach LOS					F			A			A	

Timer - Assigned Phs		2		4	5	6						
Phs Duration (G+Y+Rc), s		156.5		23.5	11.9	144.6						
Change Period (Y+Rc), s		* 6.6		7.0	* 6.6	* 6.6						
Max Green Setting (Gmax), s		* 1.5E+02		19.0	* 20	* 1.2E+02						
Max Q Clear Time (g_c+I1), s		2.0		16.3	5.5	2.0						
Green Ext Time (p_c), s		7.4		0.2	0.1	6.6						

Intersection Summary	
HCM 7th Control Delay, s/veh	8.7
HCM 7th LOS	A

Notes

User approved pedestrian interval to be less than phase max green.
* HCM 7th computational engine requires equal clearance times for the phases crossing the barrier.

Future Background A.M.

Intersection	
Int Delay, s/veh	1.2

Movement	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Vol, veh/h	0	17	42	2357	60	35	2253
Future Vol, veh/h	0	17	42	2357	60	35	2253
Conflicting Peds, #/hr	0	0	0	0	5	5	0
Sign Control	Stop	Stop	Free	Free	Free	Free	Free
RT Channelized	-	None	-	-	None	-	None
Storage Length	-	0	100	-	-	125	-
Veh in Median Storage, #	0	-	-	0	-	-	0
Grade, %	0	-	-	0	-	-	0
Peak Hour Factor	95	95	95	95	95	95	95
Heavy Vehicles, %	3	3	3	3	3	3	3
Mvmt Flow	0	18	44	2481	63	37	2372

Major/Minor	Minor1		Major1			Major2	
Conflicting Flow All	-	1277	1731	0	0	2549	0
Stage 1	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-
Critical Hdwy	-	4.9	5.66	-	-	5.36	-
Critical Hdwy Stg 1	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-
Follow-up Hdwy	-	3.9	2.33	-	-	3.13	-
Pot Cap-1 Maneuver	0	300	169	-	-	64	-
Stage 1	0	-	-	-	-	-	-
Stage 2	0	-	-	-	-	-	-
Platoon blocked, %				-	-		-
Mov Cap-1 Maneuver	-	298	169	-	-	64	-
Mov Cap-2 Maneuver	-	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	17.84	0.58	1.83
HCM LOS	C		

Minor Lane/Major Mvmt	NBU	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	169	-	-	298	64	-
HCM Lane V/C Ratio	0.262	-	-	0.06	0.576	-
HCM Control Delay (s/veh)	33.7	-	-	17.8	119.7	-
HCM Lane LOS	D	-	-	C	F	-
HCM 95th %tile Q(veh)	1	-	-	0.2	2.4	-

Intersection	
Int Delay, s/veh	1.8

Movement	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Vol, veh/h	2	63	5	2383	7	48	2357
Future Vol, veh/h	2	63	5	2383	7	48	2357
Conflicting Peds, #/hr	0	1	0	0	3	3	0
Sign Control	Stop	Stop	Free	Free	Free	Free	Free
RT Channelized	-	None	-	-	None	-	None
Storage Length	0	-	75	-	-	175	-
Veh in Median Storage, #	2	-	-	0	-	-	0
Grade, %	0	-	-	0	-	-	0
Peak Hour Factor	95	95	95	95	95	95	95
Heavy Vehicles, %	3	3	3	3	3	3	3
Mvmt Flow	2	66	5	2508	7	51	2481

Major/Minor	Minor1		Major1			Major2	
Conflicting Flow All	3619	1262	1811	0	0	2519	0
Stage 1	2526	-	-	-	-	-	-
Stage 2	1093	-	-	-	-	-	-
Critical Hdwy	4.4	4.9	5.66	-	-	5.36	-
Critical Hdwy Stg 1	4.4	-	-	-	-	-	-
Critical Hdwy Stg 2	4.4	-	-	-	-	-	-
Follow-up Hdwy	3.8	3.9	2.33	-	-	3.13	-
Pot Cap-1 Maneuver	44	304	152	-	-	67	-
Stage 1	124	-	-	-	-	-	-
Stage 2	420	-	-	-	-	-	-
Platoon blocked, %				-	-		-
Mov Cap-1 Maneuver	10	303	152	-	-	66	-
Mov Cap-2 Maneuver	70	-	-	-	-	-	-
Stage 1	119	-	-	-	-	-	-
Stage 2	101	-	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	22.4	0.06	3.02
HCM LOS	C		

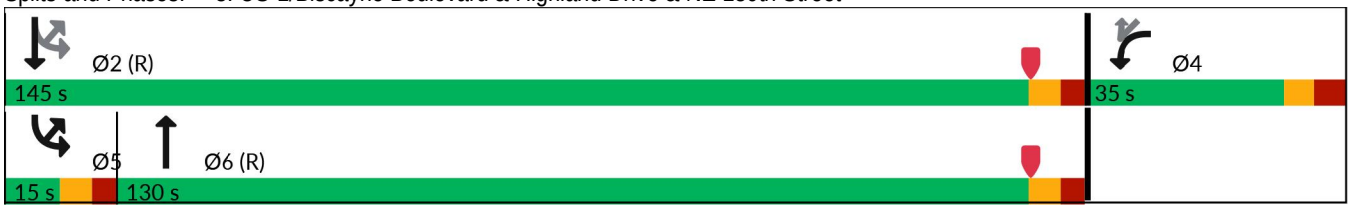
Minor Lane/Major Mvmt	NBU	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	152	-	-	275	66	-
HCM Lane V/C Ratio	0.035	-	-	0.249	0.76	-
HCM Control Delay (s/veh)	29.5	-	-	22.4	151.5	-
HCM Lane LOS	D	-	-	C	F	-
HCM 95th %tile Q(veh)	0.1	-	-	1	3.5	-

Lane Group	WBL	NBT	SBL2	SBL	SBT	SWR
Lane Configurations						
Traffic Volume (vph)	113	2272	1	61	2306	13
Future Volume (vph)	113	2272	1	61	2306	13
Turn Type	Prot	NA	pm+pt	pm+pt	NA	Perm
Protected Phases	4	6	5	5	2	
Permitted Phases			2	2		4
Detector Phase	4	6	5	5	2	4
Switch Phase						
Minimum Initial (s)	7.0	7.0	5.0	5.0	7.0	7.0
Minimum Split (s)	33.3	30.6	12.6	12.6	30.6	33.3
Total Split (s)	35.0	130.0	15.0	15.0	145.0	35.0
Total Split (%)	19.4%	72.2%	8.3%	8.3%	80.6%	19.4%
Yellow Time (s)	4.0	4.4	4.4	4.4	4.4	4.0
All-Red Time (s)	4.3	3.2	3.2	3.2	3.2	4.3
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	8.3	7.6		7.6	7.6	8.3
Lead/Lag		Lag	Lead	Lead		
Lead-Lag Optimize?		Yes	Yes	Yes		
Recall Mode	None	C-Max	None	None	C-Max	None

Intersection Summary

Cycle Length: 180
Actuated Cycle Length: 180
Offset: 140 (78%), Referenced to phase 2:SBTL and 6:NBT, Start of Yellow
Natural Cycle: 100
Control Type: Actuated-Coordinated

Splits and Phases: 3: US-1/Biscayne Boulevard & Highland Drive & NE 139th Street



Movement	WBL	WBR	NBT	NBR	NBR2	SBL2	SBL	SBT	SWL	SWR
Lane Configurations										
Traffic Volume (vph)	113	65	2272	1	31	1	61	2306	0	13
Future Volume (vph)	113	65	2272	1	31	1	61	2306	0	13
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	8.3		7.6				7.6	7.6		8.3
Lane Util. Factor	1.00		0.91				1.00	0.91		1.00
Frpb, ped/bikes	1.00		1.00				1.00	1.00		1.00
Flpb, ped/bikes	1.00		1.00				1.00	1.00		1.00
Frt	0.95		1.00				1.00	1.00		0.87
Flt Protected	0.97		1.00				0.95	1.00		1.00
Satd. Flow (prot)	1717		5072				1770	5085		1611
Flt Permitted	0.97		1.00				0.04	1.00		1.00
Satd. Flow (perm)	1717		5072				67	5085		1611
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	119	68	2392	1	33	1	64	2427	0	14
RTOR Reduction (vph)	0	0	1	0	0	0	0	0	0	12
Lane Group Flow (vph)	187	0	2425	0	0	0	65	2427	0	2
Confl. Peds. (#/hr)	3			1	1	1	1			
Confl. Bikes (#/hr)				6	6					
Turn Type	Prot		NA			pm+pt	pm+pt	NA		Perm
Protected Phases	4		6			5	5	2		
Permitted Phases						2	2			4
Actuated Green, G (s)	24.5		125.7				139.6	139.6		24.5
Effective Green, g (s)	24.5		125.7				139.6	139.6		24.5
Actuated g/C Ratio	0.14		0.70				0.78	0.78		0.14
Clearance Time (s)	8.3		7.6				7.6	7.6		8.3
Vehicle Extension (s)	5.0		1.0				2.0	1.0		5.0
Lane Grp Cap (vph)	233		3541				111	3943		219
v/s Ratio Prot	c0.11		c0.48				0.02	c0.48		
v/s Ratio Perm							0.43			0.00
v/c Ratio	0.80		0.68				0.59	0.62		0.01
Uniform Delay, d1	75.4		15.7				23.6	8.7		67.2
Progression Factor	1.00		1.00				0.88	1.80		1.00
Incremental Delay, d2	20.0		1.1				2.3	0.3		0.0
Delay (s)	95.4		16.8				23.0	15.9		67.3
Level of Service	F		B				C	B		E
Approach Delay (s/veh)	95.4		16.8					16.1	67.3	
Approach LOS	F		B					B	E	

Intersection Summary

HCM 2000 Control Delay (s/veh)	19.5	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.72		
Actuated Cycle Length (s)	180.0	Sum of lost time (s)	23.5
Intersection Capacity Utilization	75.0%	ICU Level of Service	D
Analysis Period (min)	15		

c Critical Lane Group

Intersection						
Int Delay, s/veh	7.1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	0	18	0	1	67	0
Future Vol, veh/h	0	18	0	1	67	0
Conflicting Peds, #/hr	0	0	0	0	0	1
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	86	86	86	86	86	86
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	0	21	0	1	78	0

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	21	0	12	11
Stage 1	-	-	-	-	10	-
Stage 2	-	-	-	-	1	-
Critical Hdwy	-	-	4.13	-	4.4	4.9
Critical Hdwy Stg 1	-	-	-	-	5.43	-
Critical Hdwy Stg 2	-	-	-	-	5.43	-
Follow-up Hdwy	-	-	2.227	-	3.8	3.9
Pot Cap-1 Maneuver	-	-	1588	-	940	914
Stage 1	-	-	-	-	938	-
Stage 2	-	-	-	-	946	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1588	-	940	914
Mov Cap-2 Maneuver	-	-	-	-	940	-
Stage 1	-	-	-	-	938	-
Stage 2	-	-	-	-	946	-

Approach	EB	WB	NB
HCM Control Delay, s/v	0	0	9.18
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	940	-	-	1588	-
HCM Lane V/C Ratio	0.083	-	-	-	-
HCM Control Delay (s/veh)	9.2	-	-	0	-
HCM Lane LOS	A	-	-	A	-
HCM 95th %tile Q(veh)	0.3	-	-	0	-

Intersection												
Int Delay, s/veh	8.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	0	11	0	0	1	15	63	0	1	16	0
Future Vol, veh/h	0	0	11	0	0	1	15	63	0	1	16	0
Conflicting Peds, #/hr	0	0	2	2	0	0	1	0	2	2	0	1
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	93	93	93	93	93	93	93	93	93	93	93	93
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	0	0	12	0	0	1	16	68	0	1	17	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1	0	0	14	0	0	18	9	10	36	14	2
Stage 1	-	-	-	-	-	-	8	8	-	1	1	-
Stage 2	-	-	-	-	-	-	10	1	-	36	14	-
Critical Hdwy	4.13	-	-	4.13	-	-	4.4	4.4	4.9	4.4	4.4	4.9
Critical Hdwy Stg 1	-	-	-	-	-	-	4.4	4.4	-	4.4	4.4	-
Critical Hdwy Stg 2	-	-	-	-	-	-	4.4	4.4	-	4.4	4.4	-
Follow-up Hdwy	2.227	-	-	2.227	-	-	3.8	3.8	3.9	3.8	3.8	3.9
Pot Cap-1 Maneuver	1615	-	-	1598	-	-	936	941	916	924	938	922
Stage 1	-	-	-	-	-	-	942	942	-	947	947	-
Stage 2	-	-	-	-	-	-	941	947	-	924	938	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1615	-	-	1595	-	-	916	940	912	855	936	921
Mov Cap-2 Maneuver	-	-	-	-	-	-	916	940	-	855	936	-
Stage 1	-	-	-	-	-	-	940	940	-	947	947	-
Stage 2	-	-	-	-	-	-	923	947	-	856	937	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0	0	9.23	8.94
HCM LOS			A	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	935	1615	-	-	1595	-	-	931
HCM Lane V/C Ratio	0.09	-	-	-	-	-	-	0.02
HCM Control Delay (s/veh)	9.2	0	-	-	0	-	-	8.9
HCM Lane LOS	A	A	-	-	A	-	-	A
HCM 95th %tile Q(veh)	0.3	0	-	-	0	-	-	0.1

Intersection						
Int Delay, s/veh	1.5					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	13	37	101	70	14	16
Future Vol, veh/h	13	37	101	70	14	16
Conflicting Peds, #/hr	1	0	0	1	1	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	14	40	110	76	15	17

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	187	0	-	0	218	149
Stage 1	-	-	-	-	149	-
Stage 2	-	-	-	-	69	-
Critical Hdwy	4.13	-	-	-	4.4	4.9
Critical Hdwy Stg 1	-	-	-	-	4.4	-
Critical Hdwy Stg 2	-	-	-	-	4.4	-
Follow-up Hdwy	2.227	-	-	-	3.8	3.9
Pot Cap-1 Maneuver	1381	-	-	-	812	816
Stage 1	-	-	-	-	853	-
Stage 2	-	-	-	-	903	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1380	-	-	-	802	815
Mov Cap-2 Maneuver	-	-	-	-	802	-
Stage 1	-	-	-	-	844	-
Stage 2	-	-	-	-	902	-

Approach	EB	WB	SB
HCM Control Delay, s/v	1.99	0	9.64
HCM LOS			A

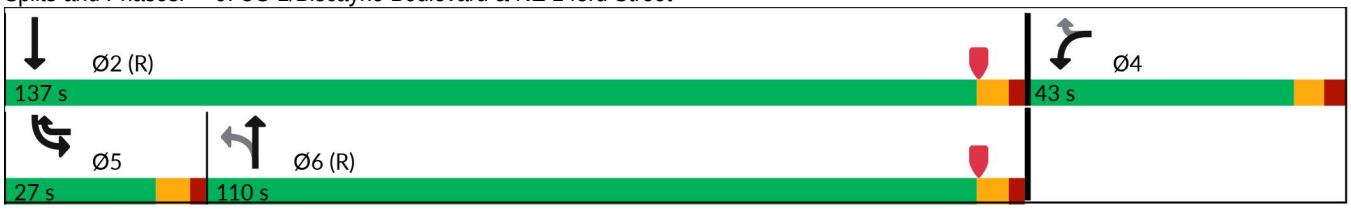
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	468	-	-	-	809
HCM Lane V/C Ratio	0.01	-	-	-	0.04
HCM Control Delay (s/veh)	7.6	0	-	-	9.6
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.1

Lane Group	WBL	WBR	NBL	NBT	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	685	415	23	1629	388	1728
Future Volume (vph)	685	415	23	1629	388	1728
Turn Type	Prot	pm+ov	Perm	NA	Prot	NA
Protected Phases	4	5		6	5	2
Permitted Phases		4	6			
Detector Phase	4	5	6	6	5	2
Switch Phase						
Minimum Initial (s)	7.0	5.0	7.0	7.0	5.0	7.0
Minimum Split (s)	35.0	11.6	29.6	29.6	11.6	29.6
Total Split (s)	43.0	27.0	110.0	110.0	27.0	137.0
Total Split (%)	23.9%	15.0%	61.1%	61.1%	15.0%	76.1%
Yellow Time (s)	4.0	4.4	4.4	4.4	4.4	4.4
All-Red Time (s)	3.0	2.2	2.2	2.2	2.2	2.2
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0	6.6	6.6	6.6	6.6	6.6
Lead/Lag		Lead	Lag	Lag	Lead	
Lead-Lag Optimize?		Yes	Yes	Yes	Yes	
Recall Mode	None	None	C-Max	C-Max	None	C-Max

Intersection Summary

Cycle Length: 180
Actuated Cycle Length: 180
Offset: 121 (67%), Referenced to phase 2:SBT and 6:NBTL, Start of Yellow
Natural Cycle: 140
Control Type: Actuated-Coordinated

Splits and Phases: 9: US-1/Biscayne Boulevard & NE 143rd Street



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	0	0	685	0	415	23	1629	649	388	1728	0
Future Volume (veh/h)	0	0	0	685	0	415	23	1629	649	388	1728	0
Initial Q (Qb), veh				0	0	0	0	0	0	0	0	0
Lane Width Adj.				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)				1.00		1.00	1.00		0.97	1.00		1.00
Parking Bus, Adj				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach					No			No			No	
Adj Sat Flow, veh/h/ln				1856	0	1856	1856	1856	1856	1856	1856	1856
Adj Flow Rate, veh/h				753	0	429	25	1790	582	426	1899	0
Peak Hour Factor				0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %				3	0	3	3	3	3	3	3	3
Cap, veh/h				686	0	493	175	2182	675	389	3670	0
Arrive On Green				0.20	0.00	0.20	0.76	0.76	0.76	0.11	0.96	0.00
Sat Flow, veh/h				3428	0	1572	236	3799	1176	3428	5233	0
Grp Volume(v), veh/h				753	0	429	25	1581	791	426	1899	0
Grp Sat Flow(s),veh/h/ln				1714	0	1572	236	1689	1598	1714	1689	0
Q Serve(g_s), s				36.0	0.0	36.0	5.2	52.7	61.6	20.4	4.9	0.0
Cycle Q Clear(g_c), s				36.0	0.0	36.0	5.2	52.7	61.6	20.4	4.9	0.0
Prop In Lane				1.00		1.00	1.00		0.74	1.00		0.00
Lane Grp Cap(c), veh/h				686	0	493	175	1940	918	389	3670	0
V/C Ratio(X)				1.10	0.00	0.87	0.14	0.81	0.86	1.10	0.52	0.00
Avail Cap(c_a), veh/h				686	0	493	175	1940	918	389	3670	0
HCM Platoon Ratio				1.00	1.00	1.00	1.33	1.33	1.33	1.00	1.33	1.33
Upstream Filter(I)				1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh				72.0	0.0	58.4	9.7	15.3	16.3	79.8	1.0	0.0
Incr Delay (d2), s/veh				64.4	0.0	15.3	1.7	3.9	10.5	74.2	0.5	0.0
Initial Q Delay(d3), s/veh				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln				22.0	0.0	38.3	0.3	16.5	19.7	13.1	1.1	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh				136.4	0.0	73.6	11.4	19.2	26.8	154.0	1.5	0.0
LnGrp LOS				F		E	B	B	C	F	A	
Approach Vol, veh/h					1182			2397			2325	
Approach Delay, s/veh					113.6			21.6			29.5	
Approach LOS					F			C			C	

Timer - Assigned Phs		2		4	5	6						
Phs Duration (G+Y+Rc), s		137.0		43.0	27.0	110.0						
Change Period (Y+Rc), s		* 6.6		7.0	* 6.6	* 6.6						
Max Green Setting (Gmax), s		* 1.3E+02		36.0	* 20	* 1E+02						
Max Q Clear Time (g_c+I1), s		6.9		38.0	22.4	63.6						
Green Ext Time (p_c), s		8.0		0.0	0.0	9.7						

Intersection Summary												
HCM 7th Control Delay, s/veh			43.1									
HCM 7th LOS			D									

Notes

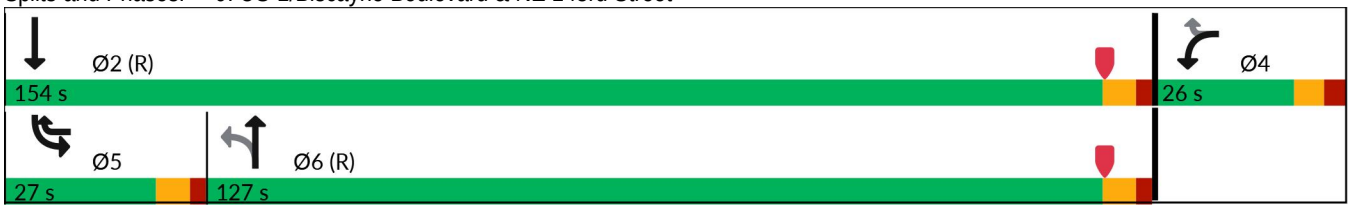
User approved pedestrian interval to be less than phase max green.
* HCM 7th computational engine requires equal clearance times for the phases crossing the barrier.

Lane Group	WBL	WBR	NBL	NBT	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	685	415	23	1629	388	1728
Future Volume (vph)	685	415	23	1629	388	1728
Turn Type	Prot	pm+ov	Perm	NA	Prot	NA
Protected Phases	4	5		6	5	2
Permitted Phases		4	6			
Detector Phase	4	5	6	6	5	2
Switch Phase						
Minimum Initial (s)	7.0	5.0	7.0	7.0	5.0	7.0
Minimum Split (s)	35.0	11.6	29.6	29.6	11.6	29.6
Total Split (s)	26.0	27.0	127.0	127.0	27.0	154.0
Total Split (%)	14.4%	15.0%	70.6%	70.6%	15.0%	85.6%
Yellow Time (s)	4.0	4.4	4.4	4.4	4.4	4.4
All-Red Time (s)	3.0	2.2	2.2	2.2	2.2	2.2
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0	6.6	6.6	6.6	6.6	6.6
Lead/Lag		Lead	Lag	Lag	Lead	
Lead-Lag Optimize?		Yes	Yes	Yes	Yes	
Recall Mode	None	None	C-Max	C-Max	None	C-Max

Intersection Summary

Cycle Length: 180
Actuated Cycle Length: 180
Offset: 121 (67%), Referenced to phase 2:SBT and 6:NBTL, Start of Yellow
Natural Cycle: 140
Control Type: Actuated-Coordinated

Splits and Phases: 9: US-1/Biscayne Boulevard & NE 143rd Street



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	0	0	685	0	415	23	1629	649	388	1728	0
Future Volume (veh/h)	0	0	0	685	0	415	23	1629	649	388	1728	0
Initial Q (Qb), veh				0	0	0	0	0	0	0	0	0
Lane Width Adj.				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)				1.00		1.00	1.00		0.97	1.00		1.00
Parking Bus, Adj				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach					No			No			No	
Adj Sat Flow, veh/h/ln				1856	0	1856	1856	1856	1856	1856	1856	1856
Adj Flow Rate, veh/h				753	0	429	25	1790	582	426	1899	0
Peak Hour Factor				0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %				3	0	3	3	3	3	3	3	3
Cap, veh/h				362	0	344	198	2542	787	389	4148	0
Arrive On Green				0.11	0.00	0.11	0.89	0.89	0.89	0.11	1.00	0.00
Sat Flow, veh/h				3428	0	1572	236	3801	1177	3428	5233	0
Grp Volume(v), veh/h				753	0	429	25	1581	791	426	1899	0
Grp Sat Flow(s),veh/h/ln				1714	0	1572	236	1689	1600	1714	1689	0
Q Serve(g_s), s				19.0	0.0	19.0	2.5	24.6	28.7	20.4	0.0	0.0
Cycle Q Clear(g_c), s				19.0	0.0	19.0	2.5	24.6	28.7	20.4	0.0	0.0
Prop In Lane				1.00		1.00	1.00		0.74	1.00		0.00
Lane Grp Cap(c), veh/h				362	0	344	198	2259	1070	389	4148	0
V/C Ratio(X)				2.08	0.00	1.25	0.13	0.70	0.74	1.10	0.46	0.00
Avail Cap(c_a), veh/h				362	0	344	198	2259	1070	389	4148	0
HCM Platoon Ratio				1.00	1.00	1.00	1.33	1.33	1.33	1.00	1.33	1.33
Upstream Filter(I)				1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh				80.5	0.0	70.3	3.4	4.6	4.9	79.8	0.0	0.0
Incr Delay (d2), s/veh				495.8	0.0	132.9	1.3	1.8	4.6	74.2	0.4	0.0
Initial Q Delay(d3), s/veh				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln				33.4	0.0	43.4	0.2	4.7	5.5	13.1	0.1	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh				576.3	0.0	203.2	4.7	6.5	9.5	154.0	0.4	0.0
LnGrp LOS				F		F	A	A	A	F	A	
Approach Vol, veh/h					1182			2397			2325	
Approach Delay, s/veh					440.9			7.4			28.5	
Approach LOS					F			A			C	

Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		154.0		26.0	27.0	127.0
Change Period (Y+Rc), s		* 6.6		7.0	* 6.6	* 6.6
Max Green Setting (Gmax), s		* 1.5E+02		19.0	* 20	* 1.2E+02
Max Q Clear Time (g_c+I1), s		2.0		21.0	22.4	30.7
Green Ext Time (p_c), s		8.0		0.0	0.0	10.1

Intersection Summary		
HCM 7th Control Delay, s/veh	102.5	
HCM 7th LOS	F	

Notes

User approved pedestrian interval to be less than phase max green.
* HCM 7th computational engine requires equal clearance times for the phases crossing the barrier.

Future Total A.M.

Intersection	
Int Delay, s/veh	1.3

Movement	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Vol, veh/h	0	17	42	2392	60	35	2264
Future Vol, veh/h	0	17	42	2392	60	35	2264
Conflicting Peds, #/hr	0	0	0	0	5	5	0
Sign Control	Stop	Stop	Free	Free	Free	Free	Free
RT Channelized	-	None	-	-	None	-	None
Storage Length	-	0	100	-	-	125	-
Veh in Median Storage, #	0	-	-	0	-	-	0
Grade, %	0	-	-	0	-	-	0
Peak Hour Factor	95	95	95	95	95	95	95
Heavy Vehicles, %	3	3	3	3	3	3	3
Mvmt Flow	0	18	44	2518	63	37	2383

Major/Minor	Minor1		Major1			Major2	
Conflicting Flow All	-	1296	1740	0	0	2586	0
Stage 1	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-
Critical Hdwy	-	4.9	5.66	-	-	5.36	-
Critical Hdwy Stg 1	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-
Follow-up Hdwy	-	3.9	2.33	-	-	3.13	-
Pot Cap-1 Maneuver	0	295	167	-	-	62	-
Stage 1	0	-	-	-	-	-	-
Stage 2	0	-	-	-	-	-	-
Platoon blocked, %				-	-		-
Mov Cap-1 Maneuver	-	293	167	-	-	61	-
Mov Cap-2 Maneuver	-	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	18.08	0.57	1.96
HCM LOS	C		

Minor Lane/Major Mvmt	NBU	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	167	-	-	293	61	-
HCM Lane V/C Ratio	0.265	-	-	0.061	0.602	-
HCM Control Delay (s/veh)	34.1	-	-	18.1	129	-
HCM Lane LOS	D	-	-	C	F	-
HCM 95th %tile Q(veh)	1	-	-	0.2	2.5	-

Intersection							
Int Delay, s/veh	3.1						
Movement	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Vol, veh/h	2	91	5	2390	7	59	2357
Future Vol, veh/h	2	91	5	2390	7	59	2357
Conflicting Peds, #/hr	0	1	0	0	3	3	0
Sign Control	Stop	Stop	Free	Free	Free	Free	Free
RT Channelized	-	None	-	-	None	-	None
Storage Length	0	-	75	-	-	175	-
Veh in Median Storage, #	2	-	-	0	-	-	0
Grade, %	0	-	-	0	-	-	0
Peak Hour Factor	95	95	95	95	95	95	95
Heavy Vehicles, %	3	3	3	3	3	3	3
Mvmt Flow	2	96	5	2516	7	62	2481

Major/Minor	Minor1		Major1			Major2	
Conflicting Flow All	3650	1266	1811	0	0	2526	0
Stage 1	2533	-	-	-	-	-	-
Stage 2	1117	-	-	-	-	-	-
Critical Hdwy	4.4	4.9	5.66	-	-	5.36	-
Critical Hdwy Stg 1	4.4	-	-	-	-	-	-
Critical Hdwy Stg 2	4.4	-	-	-	-	-	-
Follow-up Hdwy	3.8	3.9	2.33	-	-	3.13	-
Pot Cap-1 Maneuver	43	303	152	-	-	66	-
Stage 1	123	-	-	-	-	-	-
Stage 2	412	-	-	-	-	-	-
Platoon blocked, %				-	-		-
Mov Cap-1 Maneuver	2	302	152	-	-	66	-
Mov Cap-2 Maneuver	17	-	-	-	-	-	-
Stage 1	118	-	-	-	-	-	-
Stage 2	24	-	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	33.19	0.06	4.87
HCM LOS	D		

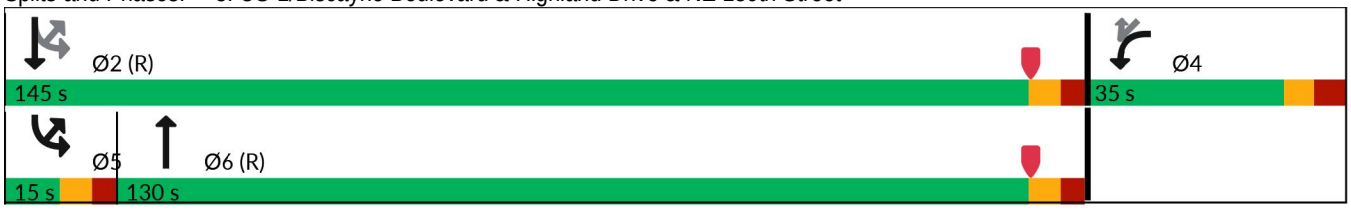
Minor Lane/Major Mvmt	NBU	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	152	-	-	223	66	-
HCM Lane V/C Ratio	0.035	-	-	0.439	0.942	-
HCM Control Delay (s/veh)	29.5	-	-	33.2	199.4	-
HCM Lane LOS	D	-	-	D	F	-
HCM 95th %tile Q(veh)	0.1	-	-	2.1	4.6	-

Lane Group	WBL	NBT	SBL2	SBL	SBT	SWR
Lane Configurations						
Traffic Volume (vph)	146	2272	1	61	2306	20
Future Volume (vph)	146	2272	1	61	2306	20
Turn Type	Prot	NA	pm+pt	pm+pt	NA	Perm
Protected Phases	4	6	5	5	2	
Permitted Phases			2	2		4
Detector Phase	4	6	5	5	2	4
Switch Phase						
Minimum Initial (s)	7.0	7.0	5.0	5.0	7.0	7.0
Minimum Split (s)	33.3	30.6	12.6	12.6	30.6	33.3
Total Split (s)	35.0	130.0	15.0	15.0	145.0	35.0
Total Split (%)	19.4%	72.2%	8.3%	8.3%	80.6%	19.4%
Yellow Time (s)	4.0	4.4	4.4	4.4	4.4	4.0
All-Red Time (s)	4.3	3.2	3.2	3.2	3.2	4.3
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	8.3	7.6		7.6	7.6	8.3
Lead/Lag		Lag	Lead	Lead		
Lead-Lag Optimize?		Yes	Yes	Yes		
Recall Mode	None	C-Max	None	None	C-Max	None

Intersection Summary

Cycle Length: 180
Actuated Cycle Length: 180
Offset: 140 (78%), Referenced to phase 2:SBTL and 6:NBT, Start of Yellow
Natural Cycle: 100
Control Type: Actuated-Coordinated

Splits and Phases: 3: US-1/Biscayne Boulevard & Highland Drive & NE 139th Street



Movement	WBL	WBR	NBT	NBR	NBR2	SBL2	SBL	SBT	SWL	SWR
Lane Configurations										
Traffic Volume (vph)	146	65	2272	11	31	1	61	2306	0	20
Future Volume (vph)	146	65	2272	11	31	1	61	2306	0	20
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	8.3		7.6				7.6	7.6		8.3
Lane Util. Factor	1.00		0.91				1.00	0.91		1.00
Frpb, ped/bikes	1.00		1.00				1.00	1.00		1.00
Flpb, ped/bikes	1.00		1.00				1.00	1.00		1.00
Frt	0.96		1.00				1.00	1.00		0.87
Flt Protected	0.97		1.00				0.95	1.00		1.00
Satd. Flow (prot)	1726		5068				1770	5085		1611
Flt Permitted	0.97		1.00				0.03	1.00		1.00
Satd. Flow (perm)	1726		5068				64	5085		1611
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	154	68	2392	12	33	1	64	2427	0	21
RTOR Reduction (vph)	0	0	1	0	0	0	0	0	0	18
Lane Group Flow (vph)	222	0	2436	0	0	0	65	2427	0	3
Confl. Peds. (#/hr)	3			1	1	1	1			
Confl. Bikes (#/hr)				6	6					
Turn Type	Prot		NA			pm+pt	pm+pt	NA		Perm
Protected Phases	4		6			5	5	2		
Permitted Phases						2	2			4
Actuated Green, G (s)	26.0		124.1				138.1	138.1		26.0
Effective Green, g (s)	26.0		124.1				138.1	138.1		26.0
Actuated g/C Ratio	0.14		0.69				0.77	0.77		0.14
Clearance Time (s)	8.3		7.6				7.6	7.6		8.3
Vehicle Extension (s)	5.0		1.0				2.0	1.0		5.0
Lane Grp Cap (vph)	249		3494				109	3901		232
v/s Ratio Prot	c0.13		c0.48				0.02	c0.48		
v/s Ratio Perm							0.44			0.00
v/c Ratio	0.89		0.70				0.60	0.62		0.01
Uniform Delay, d1	75.6		16.7				26.4	9.3		66.0
Progression Factor	1.00		1.00				0.88	1.78		1.00
Incremental Delay, d2	31.9		1.2				2.7	0.3		0.0
Delay (s)	107.5		17.9				25.8	17.0		66.0
Level of Service	F		B				C	B		E
Approach Delay (s/veh)	107.5		17.9					17.2	66.0	
Approach LOS	F		B					B	E	

Intersection Summary

HCM 2000 Control Delay (s/veh)	21.6	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.75		
Actuated Cycle Length (s)	180.0	Sum of lost time (s)	23.5
Intersection Capacity Utilization	76.8%	ICU Level of Service	D
Analysis Period (min)	15		

c Critical Lane Group

Intersection						
Int Delay, s/veh	7.1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	0	29	0	1	95	0
Future Vol, veh/h	0	29	0	1	95	0
Conflicting Peds, #/hr	0	0	0	0	0	1
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	86	86	86	86	86	86
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	0	34	0	1	110	0

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	34	0	18	18
Stage 1	-	-	-	-	17	-
Stage 2	-	-	-	-	1	-
Critical Hdwy	-	-	4.13	-	4.4	4.9
Critical Hdwy Stg 1	-	-	-	-	5.43	-
Critical Hdwy Stg 2	-	-	-	-	5.43	-
Follow-up Hdwy	-	-	2.227	-	3.8	3.9
Pot Cap-1 Maneuver	-	-	1571	-	936	910
Stage 1	-	-	-	-	932	-
Stage 2	-	-	-	-	946	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1571	-	936	909
Mov Cap-2 Maneuver	-	-	-	-	936	-
Stage 1	-	-	-	-	932	-
Stage 2	-	-	-	-	946	-

Approach	EB	WB	NB
HCM Control Delay, s/v	0	0	9.36
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	936	-	-	1571	-
HCM Lane V/C Ratio	0.118	-	-	-	-
HCM Control Delay (s/veh)	9.4	-	-	0	-
HCM Lane LOS	A	-	-	A	-
HCM 95th %tile Q(veh)	0.4	-	-	0	-

Intersection												
Int Delay, s/veh	7.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	10	11	31	7	4	15	63	0	4	19	0
Future Vol, veh/h	0	10	11	31	7	4	15	63	0	4	19	0
Conflicting Peds, #/hr	0	0	2	2	0	0	1	0	2	2	0	1
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	93	93	93	93	93	93	93	93	93	93	93	93
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	0	11	12	33	8	4	16	68	0	4	20	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	12	0	0	25	0	0	104	97	21	123	101	11
Stage 1	-	-	-	-	-	-	19	19	-	76	76	-
Stage 2	-	-	-	-	-	-	85	78	-	47	25	-
Critical Hdwy	4.13	-	-	4.13	-	-	4.4	4.4	4.9	4.4	4.4	4.9
Critical Hdwy Stg 1	-	-	-	-	-	-	4.4	4.4	-	4.4	4.4	-
Critical Hdwy Stg 2	-	-	-	-	-	-	4.4	4.4	-	4.4	4.4	-
Follow-up Hdwy	2.227	-	-	2.227	-	-	3.8	3.8	3.9	3.8	3.8	3.9
Pot Cap-1 Maneuver	1601	-	-	1584	-	-	881	885	908	869	883	915
Stage 1	-	-	-	-	-	-	935	935	-	898	898	-
Stage 2	-	-	-	-	-	-	893	897	-	917	931	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1601	-	-	1581	-	-	840	865	904	784	862	914
Mov Cap-2 Maneuver	-	-	-	-	-	-	840	865	-	784	862	-
Stage 1	-	-	-	-	-	-	933	933	-	879	879	-
Stage 2	-	-	-	-	-	-	852	878	-	849	930	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0	5.41	9.64	9.37
HCM LOS			A	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	860	1601	-	-	1238	-	-	848
HCM Lane V/C Ratio	0.098	-	-	-	0.021	-	-	0.029
HCM Control Delay (s/veh)	9.6	0	-	-	7.3	0	-	9.4
HCM Lane LOS	A	A	-	-	A	A	-	A
HCM 95th %tile Q(veh)	0.3	0	-	-	0.1	-	-	0.1

Intersection						
Int Delay, s/veh	2.6					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	13	37	101	70	15	49
Future Vol, veh/h	13	37	101	70	15	49
Conflicting Peds, #/hr	1	0	0	1	1	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	14	40	110	76	16	53

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	187	0	-	0	218	149
Stage 1	-	-	-	-	149	-
Stage 2	-	-	-	-	69	-
Critical Hdwy	4.13	-	-	-	4.4	4.9
Critical Hdwy Stg 1	-	-	-	-	4.4	-
Critical Hdwy Stg 2	-	-	-	-	4.4	-
Follow-up Hdwy	2.227	-	-	-	3.8	3.9
Pot Cap-1 Maneuver	1381	-	-	-	812	816
Stage 1	-	-	-	-	853	-
Stage 2	-	-	-	-	903	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1380	-	-	-	802	815
Mov Cap-2 Maneuver	-	-	-	-	802	-
Stage 1	-	-	-	-	844	-
Stage 2	-	-	-	-	902	-

Approach	EB	WB	SB
HCM Control Delay, s/v	1.99	0	9.85
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	468	-	-	-	812
HCM Lane V/C Ratio	0.01	-	-	-	0.086
HCM Control Delay (s/veh)	7.6	0	-	-	9.8
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.3

Intersection	
Int Delay, s/veh	2.8

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	4	28	67	0	8	20
Future Vol, veh/h	4	28	67	0	8	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	4	30	73	0	9	22

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	112	73	0	-	73	0
Stage 1	73	-	-	-	-	-
Stage 2	39	-	-	-	-	-
Critical Hdwy	4.4	4.9	-	-	4.13	-
Critical Hdwy Stg 1	4.4	-	-	-	-	-
Critical Hdwy Stg 2	4.4	-	-	-	-	-
Follow-up Hdwy	3.8	3.9	-	-	2.227	-
Pot Cap-1 Maneuver	876	869	-	0	1521	-
Stage 1	900	-	-	0	-	-
Stage 2	922	-	-	0	-	-
Platoon blocked, %			-			-
Mov Cap-1 Maneuver	871	869	-	-	1521	-
Mov Cap-2 Maneuver	871	-	-	-	-	-
Stage 1	900	-	-	-	-	-
Stage 2	917	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	9.31	0	2.11
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	WBLn1	SBL	SBT
Capacity (veh/h)	-	870	514	-
HCM Lane V/C Ratio	-	0.04	0.006	-
HCM Control Delay (s/veh)	-	9.3	7.4	0
HCM Lane LOS	-	A	A	A
HCM 95th %tile Q(veh)	-	0.1	0	-

Intersection	
Int Delay, s/veh	8.5

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	15	0	0	0	0	46
Future Vol, veh/h	15	0	0	0	0	46
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	16	0	0	0	0	50

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	1	0	-	0	34	1
Stage 1	-	-	-	-	1	-
Stage 2	-	-	-	-	33	-
Critical Hdwy	4.13	-	-	-	4.4	4.9
Critical Hdwy Stg 1	-	-	-	-	4.4	-
Critical Hdwy Stg 2	-	-	-	-	4.4	-
Follow-up Hdwy	2.227	-	-	-	3.8	3.9
Pot Cap-1 Maneuver	1615	-	-	-	925	922
Stage 1	-	-	-	-	947	-
Stage 2	-	-	-	-	926	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1615	-	-	-	916	922
Mov Cap-2 Maneuver	-	-	-	-	916	-
Stage 1	-	-	-	-	937	-
Stage 2	-	-	-	-	926	-

Approach	EB	WB	SB
HCM Control Delay, s/v	7.25	0	9.13
HCM LOS			A

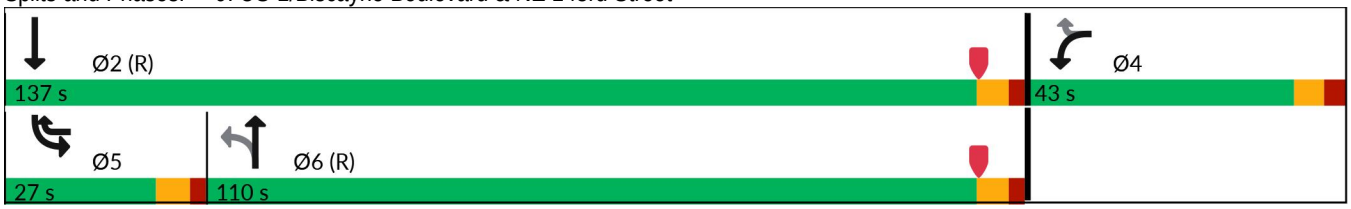
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1615	-	-	-	922
HCM Lane V/C Ratio	0.01	-	-	-	0.054
HCM Control Delay (s/veh)	7.3	0	-	-	9.1
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.2

Lane Group	WBL	WBR	NBL	NBT	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	685	415	23	1664	388	1739
Future Volume (vph)	685	415	23	1664	388	1739
Turn Type	Prot	pm+ov	Perm	NA	Prot	NA
Protected Phases	4	5		6	5	2
Permitted Phases		4	6			
Detector Phase	4	5	6	6	5	2
Switch Phase						
Minimum Initial (s)	7.0	5.0	7.0	7.0	5.0	7.0
Minimum Split (s)	35.0	11.6	29.6	29.6	11.6	29.6
Total Split (s)	43.0	27.0	110.0	110.0	27.0	137.0
Total Split (%)	23.9%	15.0%	61.1%	61.1%	15.0%	76.1%
Yellow Time (s)	4.0	4.4	4.4	4.4	4.4	4.4
All-Red Time (s)	3.0	2.2	2.2	2.2	2.2	2.2
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0	6.6	6.6	6.6	6.6	6.6
Lead/Lag		Lead	Lag	Lag	Lead	
Lead-Lag Optimize?		Yes	Yes	Yes	Yes	
Recall Mode	None	None	C-Max	C-Max	None	C-Max

Intersection Summary

Cycle Length: 180
Actuated Cycle Length: 180
Offset: 121 (67%), Referenced to phase 2:SBT and 6:NBTL, Start of Yellow
Natural Cycle: 140
Control Type: Actuated-Coordinated

Splits and Phases: 9: US-1/Biscayne Boulevard & NE 143rd Street



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	0	0	685	0	415	23	1664	649	388	1739	0
Future Volume (veh/h)	0	0	0	685	0	415	23	1664	649	388	1739	0
Initial Q (Qb), veh				0	0	0	0	0	0	0	0	0
Lane Width Adj.				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)				1.00		1.00	1.00		0.97	1.00		1.00
Parking Bus, Adj				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach					No			No			No	
Adj Sat Flow, veh/h/ln				1856	0	1856	1856	1856	1856	1856	1856	1856
Adj Flow Rate, veh/h				753	0	431	25	1829	586	426	1911	0
Peak Hour Factor				0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %				3	0	3	3	3	3	3	3	3
Cap, veh/h				686	0	493	174	2194	666	389	3670	0
Arrive On Green				0.20	0.00	0.20	0.76	0.76	0.76	0.11	0.96	0.00
Sat Flow, veh/h				3428	0	1572	233	3819	1160	3428	5233	0
Grp Volume(v), veh/h				753	0	431	25	1606	809	426	1911	0
Grp Sat Flow(s),veh/h/ln				1714	0	1572	233	1689	1601	1714	1689	0
Q Serve(g_s), s				36.0	0.0	36.0	5.3	55.0	65.4	20.4	5.0	0.0
Cycle Q Clear(g_c), s				36.0	0.0	36.0	5.3	55.0	65.4	20.4	5.0	0.0
Prop In Lane				1.00		1.00	1.00		0.72	1.00		0.00
Lane Grp Cap(c), veh/h				686	0	493	174	1940	920	389	3670	0
V/C Ratio(X)				1.10	0.00	0.87	0.14	0.83	0.88	1.10	0.52	0.00
Avail Cap(c_a), veh/h				686	0	493	174	1940	920	389	3670	0
HCM Platoon Ratio				1.00	1.00	1.00	1.33	1.33	1.33	1.00	1.33	1.33
Upstream Filter(I)				1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh				72.0	0.0	58.5	9.7	15.5	16.8	79.8	1.0	0.0
Incr Delay (d2), s/veh				64.4	0.0	15.7	1.7	4.2	11.7	74.2	0.5	0.0
Initial Q Delay(d3), s/veh				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln				22.0	0.0	38.5	0.3	17.2	21.1	13.1	1.1	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh				136.4	0.0	74.2	11.4	19.8	28.5	154.0	1.5	0.0
LnGrp LOS				F		E	B	B	C	F	A	
Approach Vol, veh/h					1184			2440			2337	
Approach Delay, s/veh					113.7			22.6			29.3	
Approach LOS					F			C			C	

Timer - Assigned Phs		2		4	5	6						
Phs Duration (G+Y+Rc), s		137.0		43.0	27.0	110.0						
Change Period (Y+Rc), s		* 6.6		7.0	* 6.6	* 6.6						
Max Green Setting (Gmax), s		* 1.3E+02		36.0	* 20	* 1E+02						
Max Q Clear Time (g_c+I1), s		7.0		38.0	22.4	67.4						
Green Ext Time (p_c), s		8.1		0.0	0.0	9.9						

Intersection Summary

HCM 7th Control Delay, s/veh	43.3	
HCM 7th LOS	D	

Notes

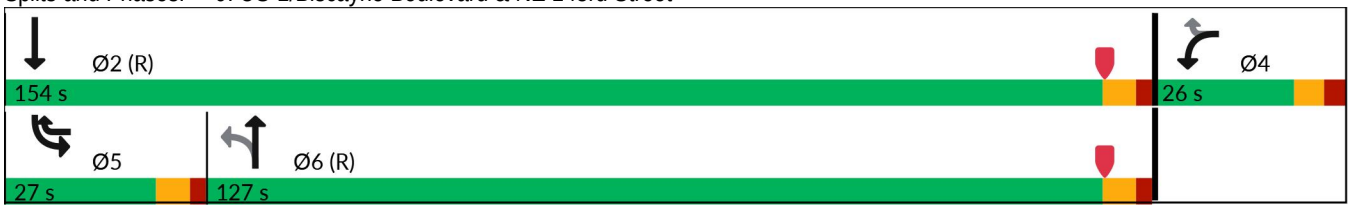
User approved pedestrian interval to be less than phase max green.
* HCM 7th computational engine requires equal clearance times for the phases crossing the barrier.

Lane Group	WBL	WBR	NBL	NBT	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	685	415	23	1664	388	1739
Future Volume (vph)	685	415	23	1664	388	1739
Turn Type	Prot	pm+ov	Perm	NA	Prot	NA
Protected Phases	4	5		6	5	2
Permitted Phases		4	6			
Detector Phase	4	5	6	6	5	2
Switch Phase						
Minimum Initial (s)	7.0	5.0	7.0	7.0	5.0	7.0
Minimum Split (s)	35.0	11.6	29.6	29.6	11.6	29.6
Total Split (s)	26.0	27.0	127.0	127.0	27.0	154.0
Total Split (%)	14.4%	15.0%	70.6%	70.6%	15.0%	85.6%
Yellow Time (s)	4.0	4.4	4.4	4.4	4.4	4.4
All-Red Time (s)	3.0	2.2	2.2	2.2	2.2	2.2
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0	6.6	6.6	6.6	6.6	6.6
Lead/Lag		Lead	Lag	Lag	Lead	
Lead-Lag Optimize?		Yes	Yes	Yes	Yes	
Recall Mode	None	None	C-Max	C-Max	None	C-Max

Intersection Summary

Cycle Length: 180
Actuated Cycle Length: 180
Offset: 121 (67%), Referenced to phase 2:SBT and 6:NBTL, Start of Yellow
Natural Cycle: 140
Control Type: Actuated-Coordinated

Splits and Phases: 9: US-1/Biscayne Boulevard & NE 143rd Street



HCM 7th Signalized Intersection Summary
9: US-1/Biscayne Boulevard & NE 143rd Street

AM Peak Hour
Future Total Conditions

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	0	0	685	0	415	23	1664	649	388	1739	0
Future Volume (veh/h)	0	0	0	685	0	415	23	1664	649	388	1739	0
Initial Q (Qb), veh				0	0	0	0	0	0	0	0	0
Lane Width Adj.				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)				1.00		1.00	1.00		0.97	1.00		1.00
Parking Bus, Adj				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach					No			No			No	
Adj Sat Flow, veh/h/ln				1856	0	1856	1856	1856	1856	1856	1856	1856
Adj Flow Rate, veh/h				753	0	431	25	1829	586	426	1911	0
Peak Hour Factor				0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %				3	0	3	3	3	3	3	3	3
Cap, veh/h				362	0	344	196	2555	776	389	4148	0
Arrive On Green				0.11	0.00	0.11	0.89	0.89	0.89	0.11	1.00	0.00
Sat Flow, veh/h				3428	0	1572	233	3820	1161	3428	5233	0
Grp Volume(v), veh/h				753	0	431	25	1606	809	426	1911	0
Grp Sat Flow(s),veh/h/ln				1714	0	1572	233	1689	1604	1714	1689	0
Q Serve(g_s), s				19.0	0.0	19.0	2.5	25.7	30.5	20.4	0.0	0.0
Cycle Q Clear(g_c), s				19.0	0.0	19.0	2.5	25.7	30.5	20.4	0.0	0.0
Prop In Lane				1.00		1.00	1.00		0.72	1.00		0.00
Lane Grp Cap(c), veh/h				362	0	344	196	2259	1073	389	4148	0
V/C Ratio(X)				2.08	0.00	1.25	0.13	0.71	0.75	1.10	0.46	0.00
Avail Cap(c_a), veh/h				362	0	344	196	2259	1073	389	4148	0
HCM Platoon Ratio				1.00	1.00	1.00	1.33	1.33	1.33	1.00	1.33	1.33
Upstream Filter(I)				1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh				80.5	0.0	70.3	3.4	4.7	5.0	79.8	0.0	0.0
Incr Delay (d2), s/veh				495.8	0.0	135.3	1.3	1.9	4.9	74.2	0.4	0.0
Initial Q Delay(d3), s/veh				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln				33.4	0.0	43.6	0.2	4.8	5.8	13.1	0.1	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh				576.3	0.0	205.6	4.8	6.6	9.9	154.0	0.4	0.0
LnGrp LOS				F		F	A	A	A	F	A	
Approach Vol, veh/h					1184			2440			2337	
Approach Delay, s/veh					441.3			7.7			28.4	
Approach LOS					F			A			C	

Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		154.0		26.0	27.0	127.0
Change Period (Y+Rc), s		* 6.6		7.0	* 6.6	* 6.6
Max Green Setting (Gmax), s		* 1.5E+02		19.0	* 20	* 1.2E+02
Max Q Clear Time (g_c+I1), s		2.0		21.0	22.4	32.5
Green Ext Time (p_c), s		8.1		0.0	0.0	10.5

Intersection Summary		
HCM 7th Control Delay, s/veh	101.9	
HCM 7th LOS	F	

Notes

User approved pedestrian interval to be less than phase max green.
* HCM 7th computational engine requires equal clearance times for the phases crossing the barrier.

Existing P.M.

Intersection	
Int Delay, s/veh	1.8

Movement	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Vol, veh/h	0	57	62	2132	104	50	2190
Future Vol, veh/h	0	57	62	2132	104	50	2190
Conflicting Peds, #/hr	0	0	0	0	18	18	0
Sign Control	Stop	Stop	Free	Free	Free	Free	Free
RT Channelized	-	None	-	-	None	-	None
Storage Length	-	0	100	-	-	125	-
Veh in Median Storage, #	0	-	-	0	-	-	0
Grade, %	0	-	-	0	-	-	0
Peak Hour Factor	97	97	97	97	97	97	97
Heavy Vehicles, %	3	3	3	3	3	3	3
Mvmt Flow	0	59	64	2198	107	52	2258

Major/Minor	Minor1		Major1			Major2	
Conflicting Flow All	-	1171	1648	0	0	2323	0
Stage 1	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-
Critical Hdwy	-	4.9	5.66	-	-	5.36	-
Critical Hdwy Stg 1	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-
Follow-up Hdwy	-	3.9	2.33	-	-	3.13	-
Pot Cap-1 Maneuver	0	331	188	-	-	84	-
Stage 1	0	-	-	-	-	-	-
Stage 2	0	-	-	-	-	-	-
Platoon blocked, %				-	-		-
Mov Cap-1 Maneuver	-	325	188	-	-	83	-
Mov Cap-2 Maneuver	-	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	18.49	0.91	2.29
HCM LOS	C		

Minor Lane/Major Mvmt	NBU	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	188	-	-	325	83	-
HCM Lane V/C Ratio	0.339	-	-	0.181	0.622	-
HCM Control Delay (s/veh)	33.6	-	-	18.5	102.7	-
HCM Lane LOS	D	-	-	C	F	-
HCM 95th %tile Q(veh)	1.4	-	-	0.6	2.9	-

Intersection	
Int Delay, s/veh	5.3

Movement	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Vol, veh/h	3	50	6	2207	8	98	2064
Future Vol, veh/h	3	50	6	2207	8	98	2064
Conflicting Peds, #/hr	0	0	0	0	19	19	0
Sign Control	Stop	Stop	Free	Free	Free	Free	Free
RT Channelized	-	None	-	-	None	-	None
Storage Length	0	-	75	-	-	175	-
Veh in Median Storage, #	0	-	-	0	-	-	0
Grade, %	0	-	-	0	-	-	0
Peak Hour Factor	98	98	98	98	98	98	98
Heavy Vehicles, %	3	3	3	3	3	3	3
Mvmt Flow	3	51	6	2252	8	100	2106

Major/Minor	Minor1		Major1			Major2	
Conflicting Flow All	3330	1149	1537	0	0	2279	0
Stage 1	2287	-	-	-	-	-	-
Stage 2	1042	-	-	-	-	-	-
Critical Hdwy	4.4	4.9	5.66	-	-	5.36	-
Critical Hdwy Stg 1	4.4	4.9	-	-	-	-	-
Critical Hdwy Stg 2	4.4	-	-	-	-	-	-
Follow-up Hdwy	3.8	3.9	2.33	-	-	3.13	-
Pot Cap-1 Maneuver	59	338	217	-	-	~ 89	-
Stage 1	153	-	-	-	-	-	-
Stage 2	437	-	-	-	-	-	-
Platoon blocked, %				-	-		-
Mov Cap-1 Maneuver	0	332	217	-	-	~ 87	-
Mov Cap-2 Maneuver	0	-	-	-	-	-	-
Stage 1	146	-	-	-	-	-	-
Stage 2	0	-	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	17.96	0.06	10.38
HCM LOS	C		

Minor Lane/Major Mvmt	NBU	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	217	-	-	332	~ 87	-
HCM Lane V/C Ratio	0.028	-	-	0.163	1.147	-
HCM Control Delay (s/veh)	22	-	-	18	229	-
HCM Lane LOS	C	-	-	C	F	-
HCM 95th %tile Q(veh)	0.1	-	-	0.6	7	-

Notes

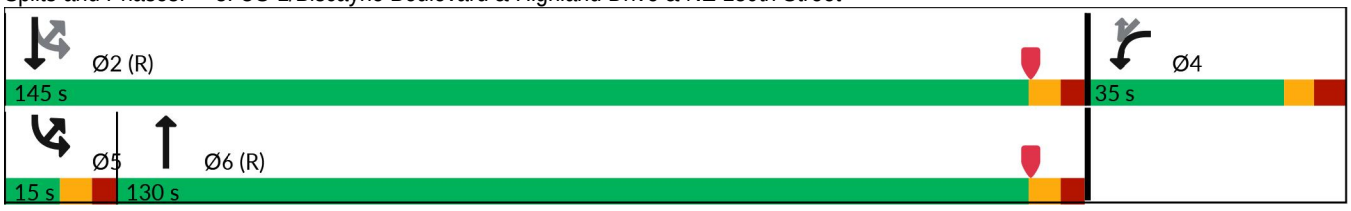
~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Lane Group	WBL	NBT	SBL2	SBL	SBT	SWR
Lane Configurations						
Traffic Volume (vph)	78	2131	5	77	1986	17
Future Volume (vph)	78	2131	5	77	1986	17
Turn Type	Prot	NA	pm+pt	pm+pt	NA	Perm
Protected Phases	4	6	5	5	2	
Permitted Phases			2	2		4
Detector Phase	4	6	5	5	2	4
Switch Phase						
Minimum Initial (s)	7.0	7.0	5.0	5.0	7.0	7.0
Minimum Split (s)	33.3	30.6	12.6	12.6	30.6	33.3
Total Split (s)	35.0	130.0	15.0	15.0	145.0	35.0
Total Split (%)	19.4%	72.2%	8.3%	8.3%	80.6%	19.4%
Yellow Time (s)	4.0	4.4	4.4	4.4	4.4	4.0
All-Red Time (s)	4.3	3.2	3.2	3.2	3.2	4.3
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	8.3	7.6		7.6	7.6	8.3
Lead/Lag		Lag	Lead	Lead		
Lead-Lag Optimize?		Yes	Yes	Yes		
Recall Mode	None	C-Max	None	None	C-Max	None

Intersection Summary

Cycle Length: 180
Actuated Cycle Length: 180
Offset: 48 (27%), Referenced to phase 2:SBTL and 6:NBT, Start of Yellow
Natural Cycle: 90
Control Type: Actuated-Coordinated

Splits and Phases: 3: US-1/Biscayne Boulevard & Highland Drive & NE 139th Street



Movement	WBL	WBR	NBT	NBR	NBR2	SBL2	SBL	SBT	SWL	SWR
Lane Configurations										
Traffic Volume (vph)	78	46	2131	12	88	5	77	1986	0	17
Future Volume (vph)	78	46	2131	12	88	5	77	1986	0	17
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	8.3		7.6				7.6	7.6		8.3
Lane Util. Factor	1.00		0.91				1.00	0.91		1.00
Frpb, ped/bikes	0.99		0.99				1.00	1.00		0.98
Flpb, ped/bikes	1.00		1.00				1.00	1.00		1.00
Frt	0.95		0.99				1.00	1.00		0.87
Flt Protected	0.97		1.00				0.95	1.00		1.00
Satd. Flow (prot)	1703		5018				1770	5085		1578
Flt Permitted	0.97		1.00				0.05	1.00		1.00
Satd. Flow (perm)	1703		5018				86	5085		1578
Peak-hour factor, PHF	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	80	47	2197	12	91	5	79	2047	0	18
RTOR Reduction (vph)	0	0	2	0	0	0	0	0	0	16
Lane Group Flow (vph)	127	0	2298	0	0	0	84	2047	0	2
Confl. Peds. (#/hr)	6	4		16	16	16	16			4
Confl. Bikes (#/hr)				4	4					
Turn Type	Prot		NA			pm+pt	pm+pt	NA		Perm
Protected Phases	4		6			5	5	2		
Permitted Phases						2	2			4
Actuated Green, G (s)	20.4		129.1				143.7	143.7		20.4
Effective Green, g (s)	20.4		129.1				143.7	143.7		20.4
Actuated g/C Ratio	0.11		0.72				0.80	0.80		0.11
Clearance Time (s)	8.3		7.6				7.6	7.6		8.3
Vehicle Extension (s)	5.0		1.0				2.0	1.0		5.0
Lane Grp Cap (vph)	193		3599				134	4059		178
v/s Ratio Prot	c0.07		c0.46				0.02	c0.40		
v/s Ratio Perm							0.48			0.00
v/c Ratio	0.66		0.64				0.63	0.50		0.01
Uniform Delay, d1	76.5		13.3				20.3	6.1		70.8
Progression Factor	1.00		1.00				1.45	0.77		1.00
Incremental Delay, d2	10.4		0.9				5.8	0.4		0.1
Delay (s)	86.9		14.2				35.1	5.1		70.9
Level of Service	F		B				D	A		E
Approach Delay (s/veh)	86.9		14.2					6.3	70.9	
Approach LOS	F		B					A	E	

Intersection Summary

HCM 2000 Control Delay (s/veh)	12.7	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.65		
Actuated Cycle Length (s)	180.0	Sum of lost time (s)	23.5
Intersection Capacity Utilization	84.5%	ICU Level of Service	E
Analysis Period (min)	15		

c Critical Lane Group

Intersection						
Int Delay, s/veh	2.7					

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	3	53	0	1	24	0
Future Vol, veh/h	3	53	0	1	24	0
Conflicting Peds, #/hr	0	0	0	0	0	1
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	83	83	83	83	83	83
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	4	64	0	1	29	0

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	67	0	37	37
Stage 1	-	-	-	-	36	-
Stage 2	-	-	-	-	1	-
Critical Hdwy	-	-	4.13	-	4.4	4.9
Critical Hdwy Stg 1	-	-	-	-	5.43	-
Critical Hdwy Stg 2	-	-	-	-	5.43	-
Follow-up Hdwy	-	-	2.227	-	3.8	3.9
Pot Cap-1 Maneuver	-	-	1528	-	923	896
Stage 1	-	-	-	-	915	-
Stage 2	-	-	-	-	946	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1528	-	923	895
Mov Cap-2 Maneuver	-	-	-	-	923	-
Stage 1	-	-	-	-	915	-
Stage 2	-	-	-	-	946	-

Approach	EB	WB	NB
HCM Control Delay, s/v	0	0	9.02
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	923	-	-	1528	-
HCM Lane V/C Ratio	0.031	-	-	-	-
HCM Control Delay (s/veh)	9	-	-	0	-
HCM Lane LOS	A	-	-	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0	-

Intersection												
Int Delay, s/veh	9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	5	1	6	1	2	0	13	22	0	0	51	0
Future Vol, veh/h	5	1	6	1	2	0	13	22	0	0	51	0
Conflicting Peds, #/hr	61	0	45	45	0	61	2	0	2	2	0	2
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	81	81	81	81	81	81	81	81	81	81	81	81
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	6	1	7	1	2	0	16	27	0	0	63	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	63	0	0	54	0	0	101	128	52	95	132	65
Stage 1	-	-	-	-	-	-	62	62	-	66	66	-
Stage 2	-	-	-	-	-	-	38	66	-	29	66	-
Critical Hdwy	4.13	-	-	4.13	-	-	4.4	4.4	4.9	4.4	4.4	4.9
Critical Hdwy Stg 1	-	-	-	-	-	-	4.4	4.4	-	4.4	4.4	-
Critical Hdwy Stg 2	-	-	-	-	-	-	4.4	4.4	-	4.4	4.4	-
Follow-up Hdwy	2.227	-	-	2.227	-	-	3.8	3.8	3.9	3.8	3.8	3.9
Pot Cap-1 Maneuver	1533	-	-	1545	-	-	883	866	884	886	864	875
Stage 1	-	-	-	-	-	-	907	907	-	905	905	-
Stage 2	-	-	-	-	-	-	922	905	-	928	905	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1444	-	-	1479	-	-	771	777	845	800	775	822
Mov Cap-2 Maneuver	-	-	-	-	-	-	771	777	-	800	775	-
Stage 1	-	-	-	-	-	-	864	864	-	852	852	-
Stage 2	-	-	-	-	-	-	852	852	-	894	862	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	3.13	2.48	9.92	10.06
HCM LOS			A	B

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	775	640	-	-	600	-	-	775
HCM Lane V/C Ratio	0.056	0.004	-	-	0.001	-	-	0.081
HCM Control Delay (s/veh)	9.9	7.5	0	-	7.4	0	-	10.1
HCM Lane LOS	A	A	A	-	A	A	-	B
HCM 95th %tile Q(veh)	0.2	0	-	-	0	-	-	0.3

Intersection	
Int Delay, s/veh	2.7

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	12	97	66	24	46	15
Future Vol, veh/h	12	97	66	24	46	15
Conflicting Peds, #/hr	7	0	0	7	1	2
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	14	111	76	28	53	17

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	110	0	-	0	237	99
Stage 1	-	-	-	-	97	-
Stage 2	-	-	-	-	140	-
Critical Hdwy	4.13	-	-	-	4.4	4.9
Critical Hdwy Stg 1	-	-	-	-	4.4	-
Critical Hdwy Stg 2	-	-	-	-	4.4	-
Follow-up Hdwy	2.227	-	-	-	3.8	3.9
Pot Cap-1 Maneuver	1473	-	-	-	802	851
Stage 1	-	-	-	-	885	-
Stage 2	-	-	-	-	859	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1464	-	-	-	783	844
Mov Cap-2 Maneuver	-	-	-	-	783	-
Stage 1	-	-	-	-	871	-
Stage 2	-	-	-	-	853	-

Approach	EB	WB	SB
HCM Control Delay, s/v	0.82	0	9.95
HCM LOS			A

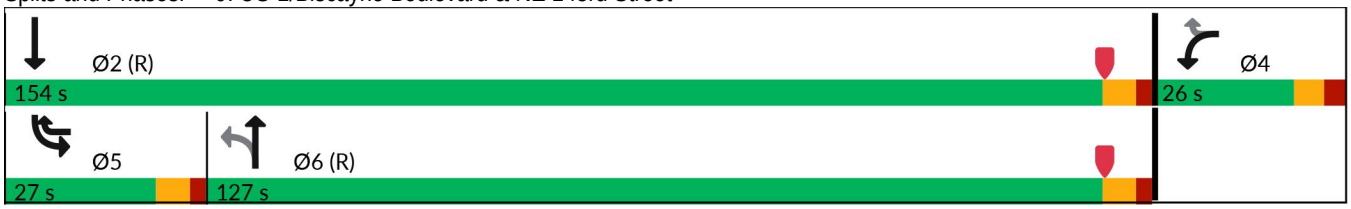
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	198	-	-	-	797
HCM Lane V/C Ratio	0.009	-	-	-	0.088
HCM Control Delay (s/veh)	7.5	0	-	-	10
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.3

Lane Group	WBL	WBR	NBL	NBT	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	336	136	41	1841	125	1678
Future Volume (vph)	336	136	41	1841	125	1678
Turn Type	Prot	pm+ov	Perm	NA	Prot	NA
Protected Phases	4	5		6	5	2
Permitted Phases		4	6			
Detector Phase	4	5	6	6	5	2
Switch Phase						
Minimum Initial (s)	7.0	5.0	7.0	7.0	5.0	7.0
Minimum Split (s)	35.0	12.5	29.6	29.6	12.5	29.6
Total Split (s)	26.0	27.0	127.0	127.0	27.0	154.0
Total Split (%)	14.4%	15.0%	70.6%	70.6%	15.0%	85.6%
Yellow Time (s)	4.0	4.4	4.4	4.4	4.4	4.4
All-Red Time (s)	3.0	2.2	2.2	2.2	2.2	2.2
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0	6.6	6.6	6.6	6.6	6.6
Lead/Lag		Lead	Lag	Lag	Lead	
Lead-Lag Optimize?		Yes	Yes	Yes	Yes	
Recall Mode	None	None	C-Max	C-Max	None	C-Max

Intersection Summary

Cycle Length: 180
Actuated Cycle Length: 180
Offset: 75 (42%), Referenced to phase 2:SBT and 6:NBTL, Start of Yellow
Natural Cycle: 90
Control Type: Actuated-Coordinated

Splits and Phases: 9: US-1/Biscayne Boulevard & NE 143rd Street



HCM 7th Signalized Intersection Summary
9: US-1/Biscayne Boulevard & NE 143rd Street

PM Peak Hour
Exisiting Conditions

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	0	0	336	0	136	41	1841	240	125	1678	0
Future Volume (veh/h)	0	0	0	336	0	136	41	1841	240	125	1678	0
Initial Q (Qb), veh				0	0	0	0	0	0	0	0	0
Lane Width Adj.				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)				1.00		1.00	1.00		0.97	1.00		1.00
Parking Bus, Adj				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach					No			No			No	
Adj Sat Flow, veh/h/ln				1856	0	1856	1856	1856	1856	1856	1856	1856
Adj Flow Rate, veh/h				350	0	119	43	1918	221	130	1748	0
Peak Hour Factor				0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %				3	0	3	3	3	3	3	3	3
Cap, veh/h				362	0	243	240	3368	384	169	4148	0
Arrive On Green				0.11	0.00	0.11	0.97	0.97	0.97	0.07	1.00	0.00
Sat Flow, veh/h				3428	0	1572	273	4595	524	3428	5233	0
Grp Volume(v), veh/h				350	0	119	43	1405	734	130	1748	0
Grp Sat Flow(s),veh/h/ln				1714	0	1572	273	1689	1742	1714	1689	0
Q Serve(g_s), s				18.3	0.0	12.5	0.9	4.2	4.3	6.7	0.0	0.0
Cycle Q Clear(g_c), s				18.3	0.0	12.5	0.9	4.2	4.3	6.7	0.0	0.0
Prop In Lane				1.00		1.00	1.00		0.30	1.00		0.00
Lane Grp Cap(c), veh/h				362	0	243	240	2475	1277	169	4148	0
V/C Ratio(X)				0.97	0.00	0.49	0.18	0.57	0.58	0.77	0.42	0.00
Avail Cap(c_a), veh/h				362	0	243	240	2475	1277	389	4148	0
HCM Platoon Ratio				1.00	1.00	1.00	1.33	1.33	1.33	1.33	1.33	1.33
Upstream Filter(I)				1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh				80.2	0.0	69.6	0.6	0.7	0.7	83.1	0.0	0.0
Incr Delay (d2), s/veh				38.4	0.0	1.1	1.6	0.9	1.9	2.8	0.3	0.0
Initial Q Delay(d3), s/veh				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln				10.1	0.0	11.1	0.1	1.0	1.4	3.0	0.1	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh				118.6	0.0	70.7	2.2	1.6	2.5	85.9	0.3	0.0
LnGrp LOS				F		E	A	A	A	F	A	
Approach Vol, veh/h					469			2182			1878	
Approach Delay, s/veh					106.5			1.9			6.2	
Approach LOS					F			A			A	

Timer - Assigned Phs		2		4	5	6						
Phs Duration (G+Y+Rc), s		154.0		26.0	15.5	138.5						
Change Period (Y+Rc), s		* 6.6		7.0	* 6.6	* 6.6						
Max Green Setting (Gmax), s		* 1.5E+02		19.0	* 20	* 1.2E+02						
Max Q Clear Time (g_c+I1), s		2.0		20.3	8.7	6.3						
Green Ext Time (p_c), s		6.9		0.0	0.2	8.2						

Intersection Summary	
HCM 7th Control Delay, s/veh	14.5
HCM 7th LOS	B

Notes

User approved pedestrian interval to be less than phase max green.
* HCM 7th computational engine requires equal clearance times for the phases crossing the barrier.

Future Background P.M.

Intersection	
Int Delay, s/veh	4.6

Movement	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Vol, veh/h	0	58	64	2692	107	51	2750
Future Vol, veh/h	0	58	64	2692	107	51	2750
Conflicting Peds, #/hr	0	0	0	0	18	18	0
Sign Control	Stop	Stop	Free	Free	Free	Free	Free
RT Channelized	-	None	-	-	None	-	None
Storage Length	-	0	100	-	-	125	-
Veh in Median Storage, #	0	-	-	0	-	-	0
Grade, %	0	-	-	0	-	-	0
Peak Hour Factor	97	97	97	97	97	97	97
Heavy Vehicles, %	3	3	3	3	3	3	3
Mvmt Flow	0	60	66	2775	110	53	2835

Major/Minor	Minor1		Major1			Major2	
Conflicting Flow All	-	1461	2070	0	0	2904	0
Stage 1	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-
Critical Hdwy	-	4.9	5.66	-	-	5.36	-
Critical Hdwy Stg 1	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-
Follow-up Hdwy	-	3.9	2.33	-	-	3.13	-
Pot Cap-1 Maneuver	0	252	108	-	-	~ 42	-
Stage 1	0	-	-	-	-	-	-
Stage 2	0	-	-	-	-	-	-
Platoon blocked, %				-	-		-
Mov Cap-1 Maneuver	-	247	108	-	-	~ 41	-
Mov Cap-2 Maneuver	-	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	24.12	1.79	7.07
HCM LOS	C		

Minor Lane/Major Mvmt	NBU	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	108	-	-	247	~ 41	-
HCM Lane V/C Ratio	0.609	-	-	0.242	1.278	-
HCM Control Delay (s/veh)	80.1	-	-	24.1	$ 388.1	-
HCM Lane LOS	F	-	-	C	F	-
HCM 95th %tile Q(veh)	3	-	-	0.9	5.2	-

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection							
Int Delay, s/veh	14.8						
Movement	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Vol, veh/h	3	51	6	2769	8	100	2621
Future Vol, veh/h	3	51	6	2769	8	100	2621
Conflicting Peds, #/hr	0	0	0	0	19	19	0
Sign Control	Stop	Stop	Free	Free	Free	Free	Free
RT Channelized	-	None	-	-	None	-	None
Storage Length	0	-	75	-	-	175	-
Veh in Median Storage, #	0	-	-	0	-	-	0
Grade, %	0	-	-	0	-	-	0
Peak Hour Factor	98	98	98	98	98	98	98
Heavy Vehicles, %	3	3	3	3	3	3	3
Mvmt Flow	3	52	6	2826	8	102	2674

Major/Minor	Minor1		Major1			Major2	
Conflicting Flow All	4135	1436	1952	0	0	2853	0
Stage 1	2861	-	-	-	-	-	-
Stage 2	1274	-	-	-	-	-	-
Critical Hdwy	4.4	4.9	5.66	-	-	5.36	-
Critical Hdwy Stg 1	4.4	4.9	-	-	-	-	-
Critical Hdwy Stg 2	4.4	-	-	-	-	-	-
Follow-up Hdwy	3.8	3.9	2.33	-	-	3.13	-
Pot Cap-1 Maneuver	27	258	126	-	-	~ 45	-
Stage 1	91	-	-	-	-	-	-
Stage 2	363	-	-	-	-	-	-
Platoon blocked, %				-	-		-
Mov Cap-1 Maneuver	0	253	126	-	-	~ 44	-
Mov Cap-2 Maneuver	0	-	-	-	-	-	-
Stage 1	85	-	-	-	-	-	-
Stage 2	0	-	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	23.13	0.08	29.68
HCM LOS	C		

Minor Lane/Major Mvmt	NBU	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	126	-	-	253	~ 44	-
HCM Lane V/C Ratio	0.048	-	-	0.218	2.334	-
HCM Control Delay (s/veh)	34.9	-	-	23.1	$ 807.6	-
HCM Lane LOS	D	-	-	C	F	-
HCM 95th %tile Q(veh)	0.2	-	-	0.8	10.8	-

Notes

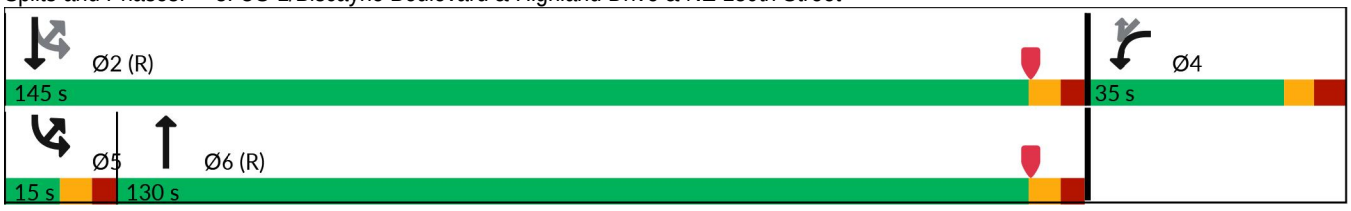
~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Lane Group	WBL	NBT	SBL2	SBL	SBT	SWR
Lane Configurations						
Traffic Volume (vph)	80	2690	11	97	2517	17
Future Volume (vph)	80	2690	11	97	2517	17
Turn Type	Prot	NA	pm+pt	pm+pt	NA	Perm
Protected Phases	4	6	5	5	2	
Permitted Phases			2	2		4
Detector Phase	4	6	5	5	2	4
Switch Phase						
Minimum Initial (s)	7.0	7.0	5.0	5.0	7.0	7.0
Minimum Split (s)	33.3	30.6	12.6	12.6	30.6	33.3
Total Split (s)	35.0	130.0	15.0	15.0	145.0	35.0
Total Split (%)	19.4%	72.2%	8.3%	8.3%	80.6%	19.4%
Yellow Time (s)	4.0	4.4	4.4	4.4	4.4	4.0
All-Red Time (s)	4.3	3.2	3.2	3.2	3.2	4.3
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	8.3	7.6		7.6	7.6	8.3
Lead/Lag		Lag	Lead	Lead		
Lead-Lag Optimize?		Yes	Yes	Yes		
Recall Mode	None	C-Max	None	None	C-Max	None

Intersection Summary

Cycle Length: 180
Actuated Cycle Length: 180
Offset: 48 (27%), Referenced to phase 2:SBTL and 6:NBT, Start of Yellow
Natural Cycle: 120
Control Type: Actuated-Coordinated

Splits and Phases: 3: US-1/Biscayne Boulevard & Highland Drive & NE 139th Street



Movement	WBL	WBR	NBT	NBR	NBR2	SBL2	SBL	SBT	SWL	SWR
Lane Configurations										
Traffic Volume (vph)	80	48	2690	16	105	11	97	2517	0	17
Future Volume (vph)	80	48	2690	16	105	11	97	2517	0	17
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	8.3		7.6				7.6	7.6		8.3
Lane Util. Factor	1.00		0.91				1.00	0.91		1.00
Frpb, ped/bikes	0.99		0.99				1.00	1.00		0.98
Flpb, ped/bikes	1.00		1.00				1.00	1.00		1.00
Frt	0.95		0.99				1.00	1.00		0.87
Flt Protected	0.97		1.00				0.95	1.00		1.00
Satd. Flow (prot)	1702		5021				1770	5085		1578
Flt Permitted	0.97		1.00				0.03	1.00		1.00
Satd. Flow (perm)	1702		5021				56	5085		1578
Peak-hour factor, PHF	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	82	49	2773	16	108	11	100	2595	0	18
RTOR Reduction (vph)	0	0	2	0	0	0	0	0	0	16
Lane Group Flow (vph)	131	0	2895	0	0	0	111	2595	0	2
Confl. Peds. (#/hr)	6	4		16	16	16	16			4
Confl. Bikes (#/hr)				4	4					
Turn Type	Prot		NA			pm+pt	pm+pt	NA		Perm
Protected Phases	4		6			5	5	2		
Permitted Phases						2	2			4
Actuated Green, G (s)	20.8		124.9				143.3	143.3		20.8
Effective Green, g (s)	20.8		124.9				143.3	143.3		20.8
Actuated g/C Ratio	0.12		0.69				0.80	0.80		0.12
Clearance Time (s)	8.3		7.6				7.6	7.6		8.3
Vehicle Extension (s)	5.0		1.0				2.0	1.0		5.0
Lane Grp Cap (vph)	196		3484				147	4048		182
v/s Ratio Prot	c0.08		c0.58				0.05	c0.51		
v/s Ratio Perm							0.55			0.00
v/c Ratio	0.67		0.83				0.76	0.64		0.01
Uniform Delay, d1	76.3		19.9				57.8	7.6		70.5
Progression Factor	1.00		1.00				1.50	0.81		1.00
Incremental Delay, d2	10.9		2.5				1.8	0.1		0.1
Delay (s)	87.2		22.4				88.8	6.3		70.5
Level of Service	F		C				F	A		E
Approach Delay (s/veh)	87.2		22.4					9.7	70.5	
Approach LOS	F		C					A	E	

Intersection Summary

HCM 2000 Control Delay (s/veh)	18.0	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.82		
Actuated Cycle Length (s)	180.0	Sum of lost time (s)	23.5
Intersection Capacity Utilization	97.4%	ICU Level of Service	F
Analysis Period (min)	15		

c Critical Lane Group

Intersection	
Int Delay, s/veh	2.7

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	3	54	0	1	25	0
Future Vol, veh/h	3	54	0	1	25	0
Conflicting Peds, #/hr	0	0	0	0	0	1
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	83	83	83	83	83	83
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	4	65	0	1	30	0

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	69	0	37	37
Stage 1	-	-	-	-	36	-
Stage 2	-	-	-	-	1	-
Critical Hdwy	-	-	4.13	-	4.4	4.9
Critical Hdwy Stg 1	-	-	-	-	5.43	-
Critical Hdwy Stg 2	-	-	-	-	5.43	-
Follow-up Hdwy	-	-	2.227	-	3.8	3.9
Pot Cap-1 Maneuver	-	-	1526	-	923	895
Stage 1	-	-	-	-	914	-
Stage 2	-	-	-	-	946	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1526	-	923	894
Mov Cap-2 Maneuver	-	-	-	-	923	-
Stage 1	-	-	-	-	914	-
Stage 2	-	-	-	-	946	-

Approach	EB	WB	NB
HCM Control Delay, s/v	0	0	9.03
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	923	-	-	1526	-
HCM Lane V/C Ratio	0.033	-	-	-	-
HCM Control Delay (s/veh)	9	-	-	0	-
HCM Lane LOS	A	-	-	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0	-

Intersection	
Int Delay, s/veh	9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	5	1	6	1	2	0	13	23	0	0	52	0
Future Vol, veh/h	5	1	6	1	2	0	13	23	0	0	52	0
Conflicting Peds, #/hr	61	0	45	45	0	61	2	0	2	2	0	2
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	81	81	81	81	81	81	81	81	81	81	81	81
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	6	1	7	1	2	0	16	28	0	0	64	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	63	0	0	54	0	0	101	128	52	96	132	65
Stage 1	-	-	-	-	-	-	62	62	-	66	66	-
Stage 2	-	-	-	-	-	-	39	66	-	30	66	-
Critical Hdwy	4.13	-	-	4.13	-	-	4.4	4.4	4.9	4.4	4.4	4.9
Critical Hdwy Stg 1	-	-	-	-	-	-	4.4	4.4	-	4.4	4.4	-
Critical Hdwy Stg 2	-	-	-	-	-	-	4.4	4.4	-	4.4	4.4	-
Follow-up Hdwy	2.227	-	-	2.227	-	-	3.8	3.8	3.9	3.8	3.8	3.9
Pot Cap-1 Maneuver	1533	-	-	1545	-	-	883	866	884	886	864	875
Stage 1	-	-	-	-	-	-	907	907	-	905	905	-
Stage 2	-	-	-	-	-	-	922	905	-	928	905	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1444	-	-	1479	-	-	770	777	845	799	775	822
Mov Cap-2 Maneuver	-	-	-	-	-	-	770	777	-	799	775	-
Stage 1	-	-	-	-	-	-	864	864	-	852	852	-
Stage 2	-	-	-	-	-	-	850	852	-	892	862	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	3.13	2.48	9.93	10.07
HCM LOS			A	B

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	774	640	-	-	600	-	-	775
HCM Lane V/C Ratio	0.057	0.004	-	-	0.001	-	-	0.083
HCM Control Delay (s/veh)	9.9	7.5	0	-	7.4	0	-	10.1
HCM Lane LOS	A	A	A	-	A	A	-	B
HCM 95th %tile Q(veh)	0.2	0	-	-	0	-	-	0.3

Intersection	
Int Delay, s/veh	2.7

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	12	99	68	25	47	15
Future Vol, veh/h	12	99	68	25	47	15
Conflicting Peds, #/hr	7	0	0	7	1	2
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	14	114	78	29	54	17

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	114	0	-	0	242	102
Stage 1	-	-	-	-	100	-
Stage 2	-	-	-	-	142	-
Critical Hdwy	4.13	-	-	-	4.4	4.9
Critical Hdwy Stg 1	-	-	-	-	4.4	-
Critical Hdwy Stg 2	-	-	-	-	4.4	-
Follow-up Hdwy	2.227	-	-	-	3.8	3.9
Pot Cap-1 Maneuver	1469	-	-	-	799	849
Stage 1	-	-	-	-	884	-
Stage 2	-	-	-	-	857	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1459	-	-	-	780	842
Mov Cap-2 Maneuver	-	-	-	-	780	-
Stage 1	-	-	-	-	869	-
Stage 2	-	-	-	-	852	-

Approach	EB	WB	SB
HCM Control Delay, s/v	0.81	0	9.98
HCM LOS			A

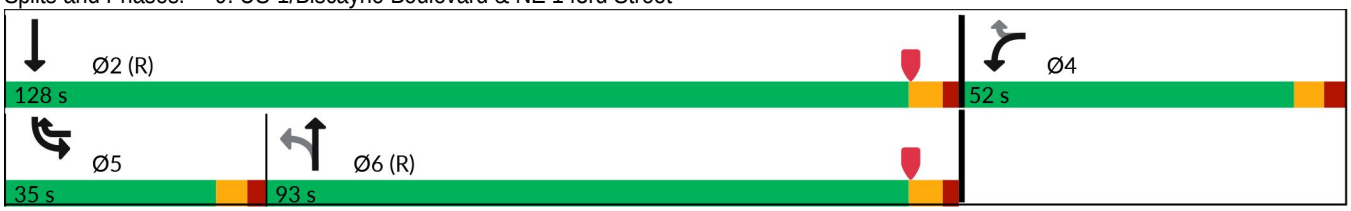
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	195	-	-	-	794
HCM Lane V/C Ratio	0.009	-	-	-	0.09
HCM Control Delay (s/veh)	7.5	0	-	-	10
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.3

Lane Group	WBL	WBR	NBL	NBT	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	919	656	43	1925	667	1779
Future Volume (vph)	919	656	43	1925	667	1779
Turn Type	Prot	pm+ov	Perm	NA	Prot	NA
Protected Phases	4	5		6	5	2
Permitted Phases		4	6			
Detector Phase	4	5	6	6	5	2
Switch Phase						
Minimum Initial (s)	7.0	5.0	7.0	7.0	5.0	7.0
Minimum Split (s)	35.0	12.5	29.6	29.6	12.5	29.6
Total Split (s)	52.0	35.0	93.0	93.0	35.0	128.0
Total Split (%)	28.9%	19.4%	51.7%	51.7%	19.4%	71.1%
Yellow Time (s)	4.0	4.4	4.4	4.4	4.4	4.4
All-Red Time (s)	3.0	2.2	2.2	2.2	2.2	2.2
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0	6.6	6.6	6.6	6.6	6.6
Lead/Lag		Lead	Lag	Lag	Lead	
Lead-Lag Optimize?		Yes	Yes	Yes	Yes	
Recall Mode	None	None	C-Max	C-Max	None	C-Max

Intersection Summary

Cycle Length: 180
Actuated Cycle Length: 180
Offset: 75 (42%), Referenced to phase 2:SBT and 6:NBTL, Start of Yellow
Natural Cycle: 150
Control Type: Actuated-Coordinated

Splits and Phases: 9: US-1/Biscayne Boulevard & NE 143rd Street



HCM 7th Signalized Intersection Summary
9: US-1/Biscayne Boulevard & NE 143rd Street

PM Peak Hour
Optimized Future Background Conditions

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	0	0	919	0	656	43	1925	845	667	1779	0
Future Volume (veh/h)	0	0	0	919	0	656	43	1925	845	667	1779	0
Initial Q (Qb), veh				0	0	0	0	0	0	0	0	0
Lane Width Adj.				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)				1.00		1.00	1.00		0.96	1.00		1.00
Parking Bus, Adj				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach					No			No			No	
Adj Sat Flow, veh/h/ln				1856	0	1856	1856	1856	1856	1856	1856	1856
Adj Flow Rate, veh/h				957	0	660	45	2005	750	695	1853	0
Peak Hour Factor				0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %				3	0	3	3	3	3	3	3	3
Cap, veh/h				857	0	641	158	1783	596	541	3416	0
Arrive On Green				0.25	0.00	0.25	0.64	0.64	0.64	0.16	0.90	0.00
Sat Flow, veh/h				3428	0	1572	246	3715	1241	3428	5233	0
Grp Volume(v), veh/h				957	0	660	45	1801	954	695	1853	0
Grp Sat Flow(s),veh/h/ln				1714	0	1572	246	1689	1579	1714	1689	0
Q Serve(g_s), s				45.0	0.0	45.0	15.7	86.4	86.4	28.4	13.2	0.0
Cycle Q Clear(g_c), s				45.0	0.0	45.0	15.7	86.4	86.4	28.4	13.2	0.0
Prop In Lane				1.00		1.00	1.00		0.79	1.00		0.00
Lane Grp Cap(c), veh/h				857	0	641	158	1621	758	541	3416	0
V/C Ratio(X)				1.12	0.00	1.03	0.28	1.11	1.26	1.28	0.54	0.00
Avail Cap(c_a), veh/h				857	0	641	158	1621	758	541	3416	0
HCM Platoon Ratio				1.00	1.00	1.00	1.33	1.33	1.33	1.00	1.33	1.33
Upstream Filter(I)				1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh				67.5	0.0	53.3	19.8	32.5	32.5	75.8	3.7	0.0
Incr Delay (d2), s/veh				68.0	0.0	43.2	4.5	59.3	127.1	141.8	0.6	0.0
Initial Q Delay(d3), s/veh				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln				27.9	0.0	58.7	1.0	43.9	55.4	23.2	3.2	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh				135.5	0.0	96.5	24.2	91.9	159.6	217.6	4.3	0.0
LnGrp LOS				F		F	C	F	F	F	A	
Approach Vol, veh/h					1617			2800			2548	
Approach Delay, s/veh					119.6			113.9			62.5	
Approach LOS					F			F			E	

Timer - Assigned Phs		2		4	5	6						
Phs Duration (G+Y+Rc), s		128.0		52.0	35.0	93.0						
Change Period (Y+Rc), s		* 6.6		7.0	* 6.6	* 6.6						
Max Green Setting (Gmax), s		* 1.2E+02		45.0	* 28	* 86						
Max Q Clear Time (g_c+I1), s		15.2		47.0	30.4	88.4						
Green Ext Time (p_c), s		7.7		0.0	0.0	0.0						

Intersection Summary												
HCM 7th Control Delay, s/veh			96.4									
HCM 7th LOS			F									

Notes

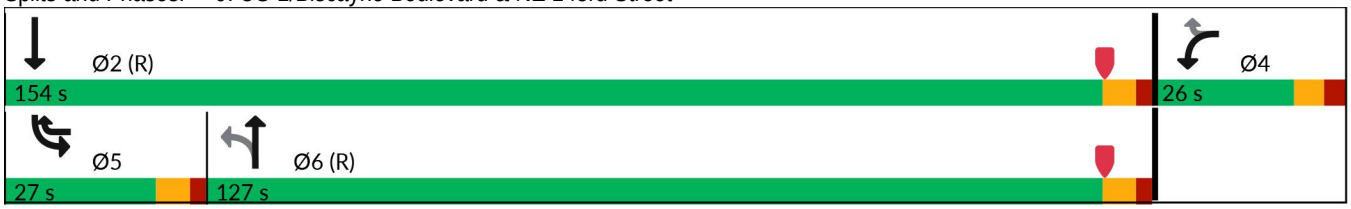
User approved pedestrian interval to be less than phase max green.
* HCM 7th computational engine requires equal clearance times for the phases crossing the barrier.

Lane Group	WBL	WBR	NBL	NBT	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	919	656	43	1925	667	1779
Future Volume (vph)	919	656	43	1925	667	1779
Turn Type	Prot	pm+ov	Perm	NA	Prot	NA
Protected Phases	4	5		6	5	2
Permitted Phases		4	6			
Detector Phase	4	5	6	6	5	2
Switch Phase						
Minimum Initial (s)	7.0	5.0	7.0	7.0	5.0	7.0
Minimum Split (s)	35.0	12.5	29.6	29.6	12.5	29.6
Total Split (s)	26.0	27.0	127.0	127.0	27.0	154.0
Total Split (%)	14.4%	15.0%	70.6%	70.6%	15.0%	85.6%
Yellow Time (s)	4.0	4.4	4.4	4.4	4.4	4.4
All-Red Time (s)	3.0	2.2	2.2	2.2	2.2	2.2
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0	6.6	6.6	6.6	6.6	6.6
Lead/Lag		Lead	Lag	Lag	Lead	
Lead-Lag Optimize?		Yes	Yes	Yes	Yes	
Recall Mode	None	None	C-Max	C-Max	None	C-Max

Intersection Summary

Cycle Length: 180
Actuated Cycle Length: 180
Offset: 75 (42%), Referenced to phase 2:SBT and 6:NBTL, Start of Yellow
Natural Cycle: 150
Control Type: Actuated-Coordinated

Splits and Phases: 9: US-1/Biscayne Boulevard & NE 143rd Street



HCM 7th Signalized Intersection Summary
9: US-1/Biscayne Boulevard & NE 143rd Street

PM Peak Hour
Future Background Conditions

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	0	0	919	0	656	43	1925	845	667	1779	0
Future Volume (veh/h)	0	0	0	919	0	656	43	1925	845	667	1779	0
Initial Q (Qb), veh				0	0	0	0	0	0	0	0	0
Lane Width Adj.				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)				1.00		1.00	1.00		0.97	1.00		1.00
Parking Bus, Adj				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach					No			No			No	
Adj Sat Flow, veh/h/ln				1856	0	1856	1856	1856	1856	1856	1856	1856
Adj Flow Rate, veh/h				957	0	660	45	2005	750	695	1853	0
Peak Hour Factor				0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %				3	0	3	3	3	3	3	3	3
Cap, veh/h				362	0	344	205	2486	833	389	4148	0
Arrive On Green				0.11	0.00	0.11	0.89	0.89	0.89	0.11	1.00	0.00
Sat Flow, veh/h				3428	0	1572	246	3717	1245	3428	5233	0
Grp Volume(v), veh/h				957	0	660	45	1800	955	695	1853	0
Grp Sat Flow(s),veh/h/ln				1714	0	1572	246	1689	1585	1714	1689	0
Q Serve(g_s), s				19.0	0.0	19.0	4.8	36.4	60.2	20.4	0.0	0.0
Cycle Q Clear(g_c), s				19.0	0.0	19.0	4.8	36.4	60.2	20.4	0.0	0.0
Prop In Lane				1.00		1.00	1.00		0.79	1.00		0.00
Lane Grp Cap(c), veh/h				362	0	344	205	2259	1060	389	4148	0
V/C Ratio(X)				2.64	0.00	1.92	0.22	0.80	0.90	1.79	0.45	0.00
Avail Cap(c_a), veh/h				362	0	344	205	2259	1060	389	4148	0
HCM Platoon Ratio				1.00	1.00	1.00	1.33	1.33	1.33	1.00	1.33	1.33
Upstream Filter(I)				1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh				80.5	0.0	70.3	3.6	5.3	6.6	79.8	0.0	0.0
Incr Delay (d2), s/veh				748.0	0.0	423.5	2.5	3.0	12.1	365.1	0.3	0.0
Initial Q Delay(d3), s/veh				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln				46.1	0.0	71.1	0.4	5.8	8.8	28.8	0.1	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh				828.5	0.0	493.8	6.0	8.3	18.7	444.9	0.3	0.0
LnGrp LOS				F		F	A	A	B	F	A	
Approach Vol, veh/h					1617			2800			2548	
Approach Delay, s/veh					691.9			11.8			121.6	
Approach LOS					F			B			F	

Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		154.0		26.0	27.0	127.0
Change Period (Y+Rc), s		* 6.6		7.0	* 6.6	* 6.6
Max Green Setting (Gmax), s		* 1.5E+02		19.0	* 20	* 1.2E+02
Max Q Clear Time (g_c+I1), s		2.0		21.0	22.4	62.2
Green Ext Time (p_c), s		7.7		0.0	0.0	15.0

Intersection Summary		
HCM 7th Control Delay, s/veh	209.9	
HCM 7th LOS	F	

Notes

User approved pedestrian interval to be less than phase max green.
* HCM 7th computational engine requires equal clearance times for the phases crossing the barrier.

Future Total P.M.

Intersection	
Int Delay, s/veh	4.7

Movement	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Vol, veh/h	0	58	64	2709	107	51	2775
Future Vol, veh/h	0	58	64	2709	107	51	2775
Conflicting Peds, #/hr	0	0	0	0	18	18	0
Sign Control	Stop	Stop	Free	Free	Free	Free	Free
RT Channelized	-	None	-	-	None	-	None
Storage Length	-	0	100	-	-	125	-
Veh in Median Storage, #	0	-	-	0	-	-	0
Grade, %	0	-	-	0	-	-	0
Peak Hour Factor	97	97	97	97	97	97	97
Heavy Vehicles, %	3	3	3	3	3	3	3
Mvmt Flow	0	60	66	2793	110	53	2861

Major/Minor	Minor1		Major1			Major2	
Conflicting Flow All	-	1470	2088	0	0	2921	0
Stage 1	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-
Critical Hdwy	-	4.9	5.66	-	-	5.36	-
Critical Hdwy Stg 1	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-
Follow-up Hdwy	-	3.9	2.33	-	-	3.13	-
Pot Cap-1 Maneuver	0	250	106	-	-	~ 41	-
Stage 1	0	-	-	-	-	-	-
Stage 2	0	-	-	-	-	-	-
Platoon blocked, %				-	-		-
Mov Cap-1 Maneuver	-	245	106	-	-	~ 40	-
Mov Cap-2 Maneuver	-	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	24.34	1.86	7.27
HCM LOS	C		

Minor Lane/Major Mvmt	NBU	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	106	-	-	245	~ 40	-
HCM Lane V/C Ratio	0.624	-	-	0.244	1.306	-
HCM Control Delay (s/veh)	83.9	-	-	24.3	$ 402.6	-
HCM Lane LOS	F	-	-	C	F	-
HCM 95th %tile Q(veh)	3.1	-	-	0.9	5.3	-

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection

Int Delay, s/veh	24.1						
Movement	WBL	WBR	NBU	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Vol, veh/h	3	65	6	2772	8	125	2621
Future Vol, veh/h	3	65	6	2772	8	125	2621
Conflicting Peds, #/hr	0	0	0	0	19	19	0
Sign Control	Stop	Stop	Free	Free	Free	Free	Free
RT Channelized	-	None	-	-	None	-	None
Storage Length	0	-	75	-	-	175	-
Veh in Median Storage, #	0	-	-	0	-	-	0
Grade, %	0	-	-	0	-	-	0
Peak Hour Factor	98	98	98	98	98	98	98
Heavy Vehicles, %	3	3	3	3	3	3	3
Mvmt Flow	3	66	6	2829	8	128	2674

Major/Minor	Minor1		Major1			Major2	
Conflicting Flow All	4189	1437	1952	0	0	2856	0
Stage 1	2864	-	-	-	-	-	-
Stage 2	1325	-	-	-	-	-	-
Critical Hdwy	4.4	4.9	5.66	-	-	5.36	-
Critical Hdwy Stg 1	4.4	4.9	-	-	-	-	-
Critical Hdwy Stg 2	4.4	-	-	-	-	-	-
Follow-up Hdwy	3.8	3.9	2.33	-	-	3.13	-
Pot Cap-1 Maneuver	25	257	126	-	-	~ 44	-
Stage 1	91	-	-	-	-	-	-
Stage 2	348	-	-	-	-	-	-
Platoon blocked, %				-	-		-
Mov Cap-1 Maneuver	0	253	126	-	-	~ 44	-
Mov Cap-2 Maneuver	0	-	-	-	-	-	-
Stage 1	85	-	-	-	-	-	-
Stage 2	0	-	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	24.54	0.08	48.55
HCM LOS	C		

Minor Lane/Major Mvmt	NBU	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	126	-	-	253	~ 44	-
HCM Lane V/C Ratio	0.048	-	-	0.274	2.928	-
HCM Control Delay (s/veh)	34.9	-	-	24.$	1066.6	-
HCM Lane LOS	D	-	-	C	F	-
HCM 95th %tile Q(veh)	0.2	-	-	1.1	13.9	-

Notes

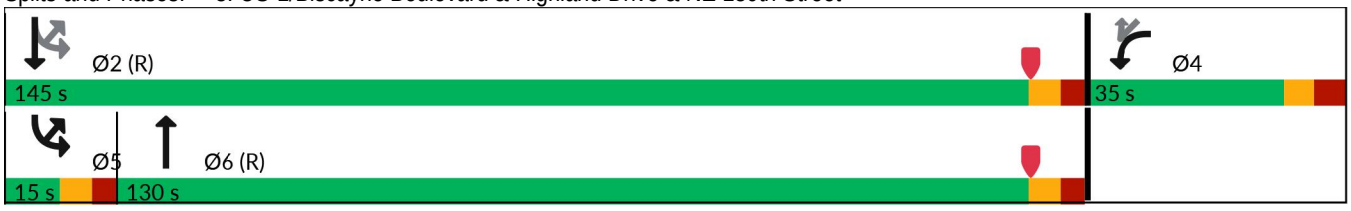
~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Lane Group	WBL	NBT	SBL2	SBL	SBT	SWR
Lane Configurations						
Traffic Volume (vph)	96	2690	11	97	2517	20
Future Volume (vph)	96	2690	11	97	2517	20
Turn Type	Prot	NA	pm+pt	pm+pt	NA	Perm
Protected Phases	4	6	5	5	2	
Permitted Phases			2	2		4
Detector Phase	4	6	5	5	2	4
Switch Phase						
Minimum Initial (s)	7.0	7.0	5.0	5.0	7.0	7.0
Minimum Split (s)	33.3	30.6	12.6	12.6	30.6	33.3
Total Split (s)	35.0	130.0	15.0	15.0	145.0	35.0
Total Split (%)	19.4%	72.2%	8.3%	8.3%	80.6%	19.4%
Yellow Time (s)	4.0	4.4	4.4	4.4	4.4	4.0
All-Red Time (s)	4.3	3.2	3.2	3.2	3.2	4.3
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	8.3	7.6		7.6	7.6	8.3
Lead/Lag		Lag	Lead	Lead		
Lead-Lag Optimize?		Yes	Yes	Yes		
Recall Mode	None	C-Max	None	None	C-Max	None

Intersection Summary

Cycle Length: 180
Actuated Cycle Length: 180
Offset: 48 (27%), Referenced to phase 2:SBTL and 6:NBT, Start of Yellow
Natural Cycle: 130
Control Type: Actuated-Coordinated

Splits and Phases: 3: US-1/Biscayne Boulevard & Highland Drive & NE 139th Street



Movement	WBL	WBR	NBT	NBR	NBR2	SBL2	SBL	SBT	SWL	SWR
Lane Configurations										
Traffic Volume (vph)	96	48	2690	40	105	11	97	2517	0	20
Future Volume (vph)	96	48	2690	40	105	11	97	2517	0	20
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	8.3		7.6				7.6	7.6		8.3
Lane Util. Factor	1.00		0.91				1.00	0.91		1.00
Frpb, ped/bikes	0.99		0.99				1.00	1.00		0.98
Flpb, ped/bikes	1.00		1.00				1.00	1.00		1.00
Frt	0.96		0.99				1.00	1.00		0.87
Flt Protected	0.97		1.00				0.95	1.00		1.00
Satd. Flow (prot)	1710		5009				1770	5085		1578
Flt Permitted	0.97		1.00				0.03	1.00		1.00
Satd. Flow (perm)	1710		5009				56	5085		1578
Peak-hour factor, PHF	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Adj. Flow (vph)	99	49	2773	41	108	11	100	2595	0	21
RTOR Reduction (vph)	0	0	2	0	0	0	0	0	0	18
Lane Group Flow (vph)	148	0	2920	0	0	0	111	2595	0	3
Confl. Peds. (#/hr)	6	4		16	16	16	16			4
Confl. Bikes (#/hr)				4	4					
Turn Type	Prot		NA			pm+pt	pm+pt	NA		Perm
Protected Phases	4		6			5	5	2		
Permitted Phases						2	2			4
Actuated Green, G (s)	22.0		124.4				142.1	142.1		22.0
Effective Green, g (s)	22.0		124.4				142.1	142.1		22.0
Actuated g/C Ratio	0.12		0.69				0.79	0.79		0.12
Clearance Time (s)	8.3		7.6				7.6	7.6		8.3
Vehicle Extension (s)	5.0		1.0				2.0	1.0		5.0
Lane Grp Cap (vph)	209		3461				140	4014		192
v/s Ratio Prot	c0.09		c0.58				0.04	c0.51		
v/s Ratio Perm							0.58			0.00
v/c Ratio	0.71		0.84				0.79	0.65		0.01
Uniform Delay, d1	75.9		20.6				58.6	8.1		69.5
Progression Factor	1.00		1.00				1.51	0.79		1.00
Incremental Delay, d2	12.9		2.7				2.7	0.1		0.1
Delay (s)	88.9		23.3				91.5	6.5		69.5
Level of Service	F		C				F	A		E
Approach Delay (s/veh)	88.9		23.3					10.0	69.5	
Approach LOS	F		C					A	E	

Intersection Summary

HCM 2000 Control Delay (s/veh)	18.9	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.83		
Actuated Cycle Length (s)	180.0	Sum of lost time (s)	23.5
Intersection Capacity Utilization	98.7%	ICU Level of Service	F
Analysis Period (min)	15		

c Critical Lane Group

Intersection	
Int Delay, s/veh	2.9

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	3	79	0	1	39	0
Future Vol, veh/h	3	79	0	1	39	0
Conflicting Peds, #/hr	0	0	0	0	0	1
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	83	83	83	83	83	83
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	4	95	0	1	47	0

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	99	0	52	52
Stage 1	-	-	-	-	51	-
Stage 2	-	-	-	-	1	-
Critical Hdwy	-	-	4.13	-	4.4	4.9
Critical Hdwy Stg 1	-	-	-	-	5.43	-
Critical Hdwy Stg 2	-	-	-	-	5.43	-
Follow-up Hdwy	-	-	2.227	-	3.8	3.9
Pot Cap-1 Maneuver	-	-	1488	-	913	884
Stage 1	-	-	-	-	901	-
Stage 2	-	-	-	-	946	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1488	-	913	883
Mov Cap-2 Maneuver	-	-	-	-	913	-
Stage 1	-	-	-	-	901	-
Stage 2	-	-	-	-	946	-

Approach	EB	WB	NB
HCM Control Delay, s/v	0	0	9.15
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	913	-	-	1488	-
HCM Lane V/C Ratio	0.051	-	-	-	-
HCM Control Delay (s/veh)	9.2	-	-	0	-
HCM Lane LOS	A	-	-	A	-
HCM 95th %tile Q(veh)	0.2	-	-	0	-

Intersection												
Int Delay, s/veh	7.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	5	25	6	16	5	2	13	23	1	8	54	0
Future Vol, veh/h	5	25	6	16	5	2	13	23	1	8	54	0
Conflicting Peds, #/hr	61	0	45	45	0	61	2	0	2	2	0	2
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	81	81	81	81	81	81	81	81	81	81	81	81
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	6	31	7	20	6	2	16	28	1	10	67	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	70	0	0	83	0	0	173	201	82	167	204	70
Stage 1	-	-	-	-	-	-	92	92	-	108	108	-
Stage 2	-	-	-	-	-	-	81	109	-	59	96	-
Critical Hdwy	4.13	-	-	4.13	-	-	4.4	4.4	4.9	4.4	4.4	4.9
Critical Hdwy Stg 1	-	-	-	-	-	-	4.4	4.4	-	4.4	4.4	-
Critical Hdwy Stg 2	-	-	-	-	-	-	4.4	4.4	-	4.4	4.4	-
Follow-up Hdwy	2.227	-	-	2.227	-	-	3.8	3.8	3.9	3.8	3.8	3.9
Pot Cap-1 Maneuver	1525	-	-	1507	-	-	839	822	863	842	821	871
Stage 1	-	-	-	-	-	-	888	888	-	878	878	-
Stage 2	-	-	-	-	-	-	895	878	-	909	886	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1436	-	-	1443	-	-	716	728	825	747	727	819
Mov Cap-2 Maneuver	-	-	-	-	-	-	716	728	-	747	727	-
Stage 1	-	-	-	-	-	-	847	847	-	816	816	-
Stage 2	-	-	-	-	-	-	809	815	-	872	844	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	1.04	5.24	10.29	10.51
HCM LOS			B	B

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	726	241	-	-	1184	-	-	729
HCM Lane V/C Ratio	0.063	0.004	-	-	0.014	-	-	0.105
HCM Control Delay (s/veh)	10.3	7.5	0	-	7.5	0	-	10.5
HCM Lane LOS	B	A	A	-	A	A	-	B
HCM 95th %tile Q(veh)	0.2	0	-	-	0	-	-	0.4

Intersection						
Int Delay, s/veh	3.1					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	12	99	68	26	48	31
Future Vol, veh/h	12	99	68	26	48	31
Conflicting Peds, #/hr	7	0	0	7	1	2
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	14	114	78	30	55	36

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	115	0	-	0	242	102
Stage 1	-	-	-	-	100	-
Stage 2	-	-	-	-	142	-
Critical Hdwy	4.13	-	-	-	4.4	4.9
Critical Hdwy Stg 1	-	-	-	-	4.4	-
Critical Hdwy Stg 2	-	-	-	-	4.4	-
Follow-up Hdwy	2.227	-	-	-	3.8	3.9
Pot Cap-1 Maneuver	1468	-	-	-	798	849
Stage 1	-	-	-	-	883	-
Stage 2	-	-	-	-	857	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1458	-	-	-	780	841
Mov Cap-2 Maneuver	-	-	-	-	780	-
Stage 1	-	-	-	-	869	-
Stage 2	-	-	-	-	852	-

Approach	EB	WB	SB
HCM Control Delay, s/v	0.81	0	10.06
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	195	-	-	-	803
HCM Lane V/C Ratio	0.009	-	-	-	0.113
HCM Control Delay (s/veh)	7.5	0	-	-	10.1
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.4

Intersection	
Int Delay, s/veh	2.4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	2	14	31	0	22	60
Future Vol, veh/h	2	14	31	0	22	60
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	2	15	34	0	24	65

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	147	34	0	0	34	0
Stage 1	34	-	-	-	-	-
Stage 2	113	-	-	-	-	-
Critical Hdwy	4.4	4.9	-	-	4.13	-
Critical Hdwy Stg 1	4.4	-	-	-	-	-
Critical Hdwy Stg 2	4.4	-	-	-	-	-
Follow-up Hdwy	3.8	3.9	-	-	2.227	-
Pot Cap-1 Maneuver	855	898	-	-	1571	-
Stage 1	925	-	-	-	-	-
Stage 2	875	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	841	898	-	-	1571	-
Mov Cap-2 Maneuver	841	-	-	-	-	-
Stage 1	925	-	-	-	-	-
Stage 2	862	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	9.12	0	1.97
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	890	483	-
HCM Lane V/C Ratio	-	-	0.02	0.015	-
HCM Control Delay (s/veh)	-	-	9.1	7.3	0
HCM Lane LOS	-	-	A	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0	-

Intersection	
Int Delay, s/veh	7.8

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	38	0	0	0	0	23
Future Vol, veh/h	38	0	0	0	0	23
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	41	0	0	0	0	25

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	1	0	-	0	84	1
Stage 1	-	-	-	-	1	-
Stage 2	-	-	-	-	83	-
Critical Hdwy	4.13	-	-	-	4.4	4.9
Critical Hdwy Stg 1	-	-	-	-	4.4	-
Critical Hdwy Stg 2	-	-	-	-	4.4	-
Follow-up Hdwy	2.227	-	-	-	3.8	3.9
Pot Cap-1 Maneuver	1615	-	-	-	894	922
Stage 1	-	-	-	-	947	-
Stage 2	-	-	-	-	894	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1615	-	-	-	871	922
Mov Cap-2 Maneuver	-	-	-	-	871	-
Stage 1	-	-	-	-	922	-
Stage 2	-	-	-	-	894	-

Approach	EB	WB	SB
HCM Control Delay, s/v	7.29	0	9.01
HCM LOS			A

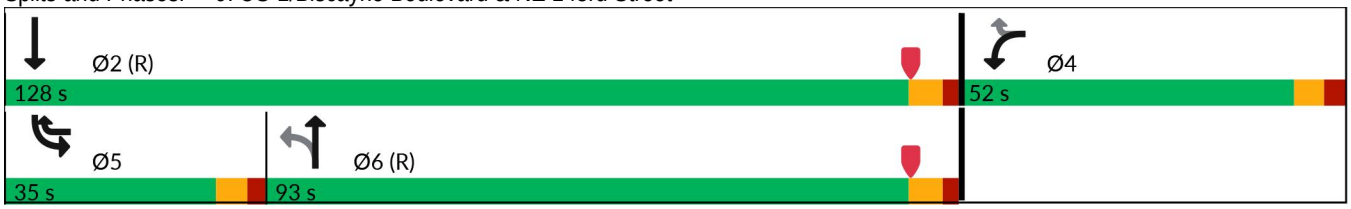
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1615	-	-	-	922
HCM Lane V/C Ratio	0.026	-	-	-	0.027
HCM Control Delay (s/veh)	7.3	0	-	-	9
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0.1	-	-	-	0.1

Lane Group	WBL	WBR	NBL	NBT	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	919	656	43	1942	667	1804
Future Volume (vph)	919	656	43	1942	667	1804
Turn Type	Prot	pm+ov	Perm	NA	Prot	NA
Protected Phases	4	5		6	5	2
Permitted Phases		4	6			
Detector Phase	4	5	6	6	5	2
Switch Phase						
Minimum Initial (s)	7.0	5.0	7.0	7.0	5.0	7.0
Minimum Split (s)	35.0	12.5	29.6	29.6	12.5	29.6
Total Split (s)	52.0	35.0	93.0	93.0	35.0	128.0
Total Split (%)	28.9%	19.4%	51.7%	51.7%	19.4%	71.1%
Yellow Time (s)	4.0	4.4	4.4	4.4	4.4	4.4
All-Red Time (s)	3.0	2.2	2.2	2.2	2.2	2.2
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0	6.6	6.6	6.6	6.6	6.6
Lead/Lag		Lead	Lag	Lag	Lead	
Lead-Lag Optimize?		Yes	Yes	Yes	Yes	
Recall Mode	None	None	C-Max	C-Max	None	C-Max

Intersection Summary

Cycle Length: 180
Actuated Cycle Length: 180
Offset: 75 (42%), Referenced to phase 2:SBT and 6:NBTL, Start of Yellow
Natural Cycle: 150
Control Type: Actuated-Coordinated

Splits and Phases: 9: US-1/Biscayne Boulevard & NE 143rd Street



HCM 7th Signalized Intersection Summary
9: US-1/Biscayne Boulevard & NE 143rd Street

PM Peak Hour
Optimized Future Total Conditions

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	0	0	919	0	656	43	1942	845	667	1804	0
Future Volume (veh/h)	0	0	0	919	0	656	43	1942	845	667	1804	0
Initial Q (Qb), veh				0	0	0	0	0	0	0	0	0
Lane Width Adj.				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)				1.00		1.00	1.00		0.96	1.00		1.00
Parking Bus, Adj				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach					No			No			No	
Adj Sat Flow, veh/h/ln				1856	0	1856	1856	1856	1856	1856	1856	1856
Adj Flow Rate, veh/h				957	0	660	45	2023	751	695	1879	0
Peak Hour Factor				0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %				3	0	3	3	3	3	3	3	3
Cap, veh/h				857	0	641	155	1788	592	541	3416	0
Arrive On Green				0.25	0.00	0.25	0.64	0.64	0.64	0.16	0.90	0.00
Sat Flow, veh/h				3428	0	1572	240	3725	1232	3428	5233	0
Grp Volume(v), veh/h				957	0	660	45	1811	963	695	1879	0
Grp Sat Flow(s),veh/h/ln				1714	0	1572	240	1689	1581	1714	1689	0
Q Serve(g_s), s				45.0	0.0	45.0	16.2	86.4	86.4	28.4	13.6	0.0
Cycle Q Clear(g_c), s				45.0	0.0	45.0	16.2	86.4	86.4	28.4	13.6	0.0
Prop In Lane				1.00		1.00	1.00		0.78	1.00		0.00
Lane Grp Cap(c), veh/h				857	0	641	155	1621	759	541	3416	0
V/C Ratio(X)				1.12	0.00	1.03	0.29	1.12	1.27	1.28	0.55	0.00
Avail Cap(c_a), veh/h				857	0	641	155	1621	759	541	3416	0
HCM Platoon Ratio				1.00	1.00	1.00	1.33	1.33	1.33	1.00	1.33	1.33
Upstream Filter(I)				1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh				67.5	0.0	53.3	19.9	32.5	32.5	75.8	3.7	0.0
Incr Delay (d2), s/veh				68.0	0.0	43.2	4.7	61.7	131.6	141.8	0.6	0.0
Initial Q Delay(d3), s/veh				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln				27.9	0.0	58.7	1.0	44.5	56.4	23.2	3.2	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh				135.5	0.0	96.5	24.5	94.3	164.1	217.6	4.4	0.0
LnGrp LOS				F		F	C	F	F	F	A	
Approach Vol, veh/h					1617			2819			2574	
Approach Delay, s/veh					119.6			117.0			61.9	
Approach LOS					F			F			E	

Timer - Assigned Phs		2		4	5	6						
Phs Duration (G+Y+Rc), s		128.0		52.0	35.0	93.0						
Change Period (Y+Rc), s		* 6.6		7.0	* 6.6	* 6.6						
Max Green Setting (Gmax), s		* 1.2E+02		45.0	* 28	* 86						
Max Q Clear Time (g_c+I1), s		15.6		47.0	30.4	88.4						
Green Ext Time (p_c), s		7.9		0.0	0.0	0.0						

Intersection Summary	
HCM 7th Control Delay, s/veh	97.4
HCM 7th LOS	F

Notes

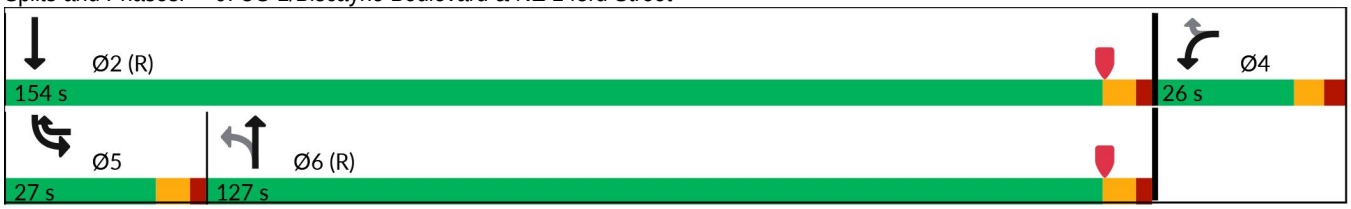
User approved pedestrian interval to be less than phase max green.
* HCM 7th computational engine requires equal clearance times for the phases crossing the barrier.

Lane Group	WBL	WBR	NBL	NBT	SBL	SBT
Lane Configurations						
Traffic Volume (vph)	919	656	43	1942	667	1804
Future Volume (vph)	919	656	43	1942	667	1804
Turn Type	Prot	pm+ov	Perm	NA	Prot	NA
Protected Phases	4	5		6	5	2
Permitted Phases		4	6			
Detector Phase	4	5	6	6	5	2
Switch Phase						
Minimum Initial (s)	7.0	5.0	7.0	7.0	5.0	7.0
Minimum Split (s)	35.0	12.5	29.6	29.6	12.5	29.6
Total Split (s)	26.0	27.0	127.0	127.0	27.0	154.0
Total Split (%)	14.4%	15.0%	70.6%	70.6%	15.0%	85.6%
Yellow Time (s)	4.0	4.4	4.4	4.4	4.4	4.4
All-Red Time (s)	3.0	2.2	2.2	2.2	2.2	2.2
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0	6.6	6.6	6.6	6.6	6.6
Lead/Lag		Lead	Lag	Lag	Lead	
Lead-Lag Optimize?		Yes	Yes	Yes	Yes	
Recall Mode	None	None	C-Max	C-Max	None	C-Max

Intersection Summary

Cycle Length: 180
Actuated Cycle Length: 180
Offset: 75 (42%), Referenced to phase 2:SBT and 6:NBTL, Start of Yellow
Natural Cycle: 150
Control Type: Actuated-Coordinated

Splits and Phases: 9: US-1/Biscayne Boulevard & NE 143rd Street



HCM 7th Signalized Intersection Summary
9: US-1/Biscayne Boulevard & NE 143rd Street

PM Peak Hour
Future Total Conditions

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	0	0	0	919	0	656	43	1942	845	667	1804	0
Future Volume (veh/h)	0	0	0	919	0	656	43	1942	845	667	1804	0
Initial Q (Qb), veh				0	0	0	0	0	0	0	0	0
Lane Width Adj.				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)				1.00		1.00	1.00		0.97	1.00		1.00
Parking Bus, Adj				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach					No			No			No	
Adj Sat Flow, veh/h/ln				1856	0	1856	1856	1856	1856	1856	1856	1856
Adj Flow Rate, veh/h				957	0	660	45	2023	751	695	1879	0
Peak Hour Factor				0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Percent Heavy Veh, %				3	0	3	3	3	3	3	3	3
Cap, veh/h				362	0	344	201	2493	827	389	4148	0
Arrive On Green				0.11	0.00	0.11	0.89	0.89	0.89	0.11	1.00	0.00
Sat Flow, veh/h				3428	0	1572	240	3727	1236	3428	5233	0
Grp Volume(v), veh/h				957	0	660	45	1810	964	695	1879	0
Grp Sat Flow(s),veh/h/ln				1714	0	1572	240	1689	1587	1714	1689	0
Q Serve(g_s), s				19.0	0.0	19.0	5.0	37.1	62.8	20.4	0.0	0.0
Cycle Q Clear(g_c), s				19.0	0.0	19.0	5.0	37.1	62.8	20.4	0.0	0.0
Prop In Lane				1.00		1.00	1.00		0.78	1.00		0.00
Lane Grp Cap(c), veh/h				362	0	344	201	2259	1061	389	4148	0
V/C Ratio(X)				2.64	0.00	1.92	0.22	0.80	0.91	1.79	0.45	0.00
Avail Cap(c_a), veh/h				362	0	344	201	2259	1061	389	4148	0
HCM Platoon Ratio				1.00	1.00	1.00	1.33	1.33	1.33	1.00	1.33	1.33
Upstream Filter(I)				1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh				80.5	0.0	70.3	3.6	5.3	6.8	79.8	0.0	0.0
Incr Delay (d2), s/veh				748.0	0.0	423.5	2.6	3.1	12.8	365.1	0.4	0.0
Initial Q Delay(d3), s/veh				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln				46.1	0.0	71.1	0.4	5.8	9.2	28.8	0.1	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh				828.5	0.0	493.8	6.1	8.4	19.6	444.9	0.4	0.0
LnGrp LOS				F		F	A	A	B	F	A	
Approach Vol, veh/h					1617			2819			2574	
Approach Delay, s/veh					691.9			12.2			120.4	
Approach LOS					F			B			F	

Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		154.0		26.0	27.0	127.0
Change Period (Y+Rc), s		* 6.6		7.0	* 6.6	* 6.6
Max Green Setting (Gmax), s		* 1.5E+02		19.0	* 20	* 1.2E+02
Max Q Clear Time (g_c+I1), s		2.0		21.0	22.4	64.8
Green Ext Time (p_c), s		7.9		0.0	0.0	15.2

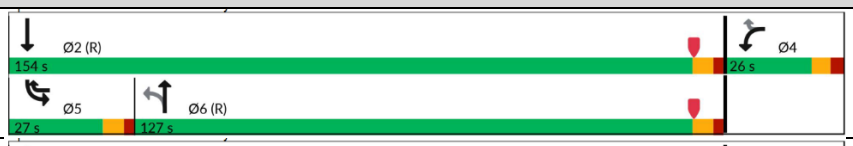
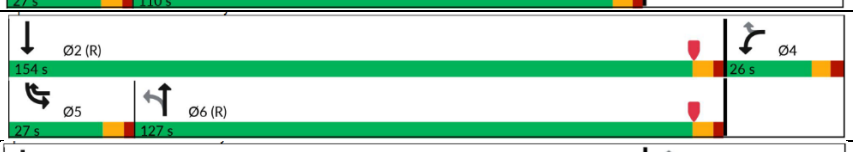
Intersection Summary		
HCM 7th Control Delay, s/veh	208.7	
HCM 7th LOS	F	

Notes

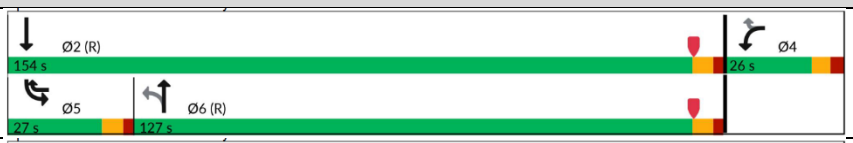
User approved pedestrian interval to be less than phase max green.
* HCM 7th computational engine requires equal clearance times for the phases crossing the barrier.

Signal Timing Changes

A.M. Peak Hour Signal Timings

Intersection	Scenario	Signal Timing
Biscayne Boulevard and NE 143rd Street	Existing	
	Future Background	
	Future Background Optimized	
	Future Total	
	Future Total Optimized	

P.M. Peak Hour Signal Timings

Intersection	Scenario	Signal Timing
Biscayne Boulevard and NE 143rd Street	Existing	
	Future Background	
	Future Background Optimized	
	Future Total	
	Future Total Optimized	

A.M. Peak Hour Signal Timings									
Intersection	Scenario	Green Time (s)							
		EBL	EBT/R	WBL	WBT/R	NBL	NBT/R	SBL	SBT/R
Biscayne Boulevard and NE 143rd Street	Existing	(1)	(1)	19.0	20.4	120.4	120.4	20.4	147.4
	Future Background	(1)	(1)	19.0	20.4	120.4	120.4	20.4	147.4
	Future Background Optimized	(1)	(1)	36.0	20.4	103.4	103.4	20.4	130.4
	Future Total	(1)	(1)	19.0	20.4	120.4	120.4	20.4	147.4
	Future Total Optimized	(1)	(1)	36.0	20.4	103.4	103.4	20.4	130.4

(1) Phase is not provided under analysis scenario(s).

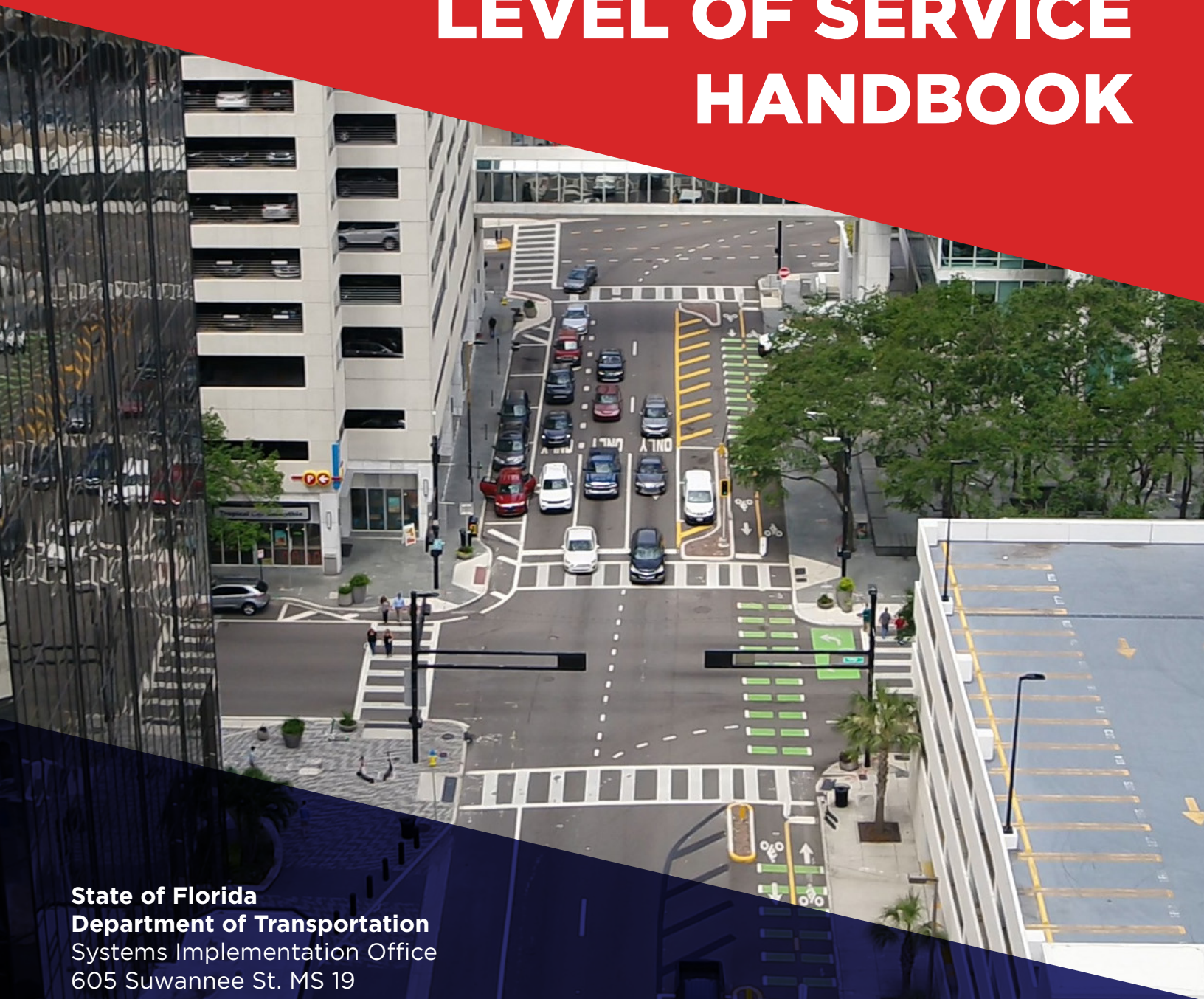
P.M. Peak Hour Signal Timings									
Intersection	Scenario	Green Time (s)							
		EBL	EBT/R	WBL	WBT/R	NBL	NBT/R	SBL	SBT/R
Biscayne Boulevard and NE 143rd Street	Existing	(1)	(1)	19.0	20.4	120.4	120.4	20.4	147.4
	Future Background	(1)	(1)	19.0	20.4	120.4	120.4	20.4	147.4
	Future Background Optimized	(1)	(1)	45.0	28.4	86.4	86.4	28.4	121.4
	Future Total	(1)	(1)	19.0	20.4	120.4	120.4	20.4	147.4
	Future Total Optimized	(1)	(1)	45.0	28.4	86.4	86.4	28.4	121.4

(1) Phase is not provided under analysis scenario(s).

Appendix L

FDOT 2023 Multimodal Quality/Level of Service Handbook Excerpt

2023 MULTIMODAL QUALITY/ LEVEL OF SERVICE HANDBOOK

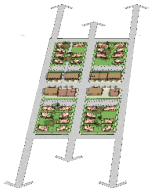


State of Florida
Department of Transportation
Systems Implementation Office
605 Suwannee St. MS 19
Tallahassee, FL 32399

www.fdot.gov/planning
January 2023

C2T, C4, C5, & C6

Motor Vehicle Arterial Generalized Service Volume Tables



(C2T-Rural Town)

Peak Hour Directional

	B	C	D	E
1 Lane	*	720	940	**
2 Lane	*	1,140	1,640	**
3 Lane	*	2,120	2,510	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,310	1,710	**
4 Lane	*	2,070	2,980	**
6 Lane	*	3,850	4,560	**

AADT

	B	C	D	E
2 Lane	*	13,800	18,000	**
4 Lane	*	21,800	31,400	**
6 Lane	*	40,500	48,000	**

(C4-Urban General)

	B	C	D	E
1 Lane	*	*	870	1,190
2 Lane	*	1,210	1,790	2,020
3 Lane	*	2,210	2,810	2,990
4 Lane	*	2,590	3,310	3,510

	B	C	D	E
2 Lane	*	*	1,580	2,160
4 Lane	*	2,200	3,250	3,670
6 Lane	*	4,020	5,110	5,440
8 Lane	*	4,710	6,020	6,380

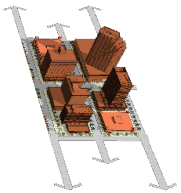
	B	C	D	E
2 Lane	*	*	17,600	24,000
4 Lane	*	24,400	36,100	40,800
6 Lane	*	44,700	56,800	60,400
8 Lane	*	52,300	66,900	70,900

(C5-Urban Center)

	B	C	D	E
1 Lane	*	*	690	1,080
2 Lane	*	1,290	1,900	2,130
3 Lane	*	1,410	2,670	3,110
4 Lane	*	2,910	3,560	3,640

	B	C	D	E
2 Lane	*	*	1,250	1,960
4 Lane	*	2,350	3,450	3,870
6 Lane	*	2,560	4,850	5,650
8 Lane	*	5,290	6,470	6,620

	B	C	D	E
2 Lane	*	*	13,900	21,800
4 Lane	*	26,100	38,300	43,000
6 Lane	*	28,400	53,900	62,800
8 Lane	*	58,800	71,900	73,600



(C6-Urban Core)

	B	C	D	E
1 Lane	*	***	790	1,030
2 Lane	*	***	1,490	1,920
3 Lane	*	***	2,730	2,940
4 Lane	*	***	3,250	3,490

	B	C	D	E
2 Lane	*	***	1,440	1,870
4 Lane	*	***	2,710	3,490
6 Lane	*	***	4,960	5,350
8 Lane	*	***	5,910	6,350

	B	C	D	E
2 Lane	*	***	16,000	20,800
4 Lane	*	***	30,100	38,800
6 Lane	*	***	55,100	59,400
8 Lane	*	***	65,700	70,600

Adjustment Factors

The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80

Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.
*Cannot be achieved using table input value defaults. **Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.
***LOS C thresholds are not applicable for C6 as C6 roadway facilities are neither planned nor designed to achieve automobile LOS C.

MIAMI-DADE COUNTY

DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES

http://www.miamidade.gov/building/home.asp

5/8/2025 3:24:15 PM

Tracking #	Process #	Permit #
0725013210	M2025013210	2025043700

THIS COPY OF PLANS MUST BE AVAILABLE ON BUILDING SITE OR AN INSPECTION WILL NOT BE MADE.

Process #	Review	Disposition	Reviewer	Date
M2025013210	FIRE	A	BENNETT, KELLYI	5/8/2025
M2025013210	UPFRONT FEES	A	WEB APPLICATION ID	4/10/2025

Disclaimer.

Subject to compliance with all Federal, State, and County Laws, rules and regulations. Miami-Dade County assumes no responsibility for accuracy of or results of these plans.

NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to the property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as water management districts, state agencies or federal agencies.

Stamp Name	Trade	Disposition	Stamp Description
Approved As Noted	FIRE	P	Approved as noted. See comments, markups and stamps.
Void	FIRE	V	Void

PRELIMINARY DESIGN FOR:

ARCH CREEK

NORTH MIAMI BEACH, FLORIDA

ARCHITECTURE

A0.0	COVER SHEET
SP.1	SITE PLAN/PROJECT DATA
A0.1	ZONING DIAGRAMS
A1.0	SHADE & SUN DIAGRAM
A2.0	1st LEVEL PLAN
A2.1	2ND LEVEL PLAN
A2.2	3RD LEVEL PLAN
A2.3	4TH LEVEL PLAN
A2.4	5th LEVEL PLAN
A2.5	6TH LEVEL PLAN
A2.6	7TH LEVEL PLAN
A2.7	8TH LEVEL PLAN
A2.8	9TH LEVEL PLAN
A2.9	10TH LEVEL PLAN
A3.0	EXISTING CONDITIONS
A4.0	BUILDING ELEVATIONS
A7.0	BUILDING RENDERINGS
A7.1	BUILDING RENDERINGS
A7.2	BUILDING RENDERINGS
A7.3	BUILDING RENDERINGS
A7.4	BUILDING RENDERINGS

LANDSCAPE

LC	COVER SHEET
LD-1	TREE SURVEY PLAN
LD-2	TREE DISPOSITION PLAN
LH-1	OVERALL SITE PLAN
LH-2	NORTH BUILDING COURTYARD DIM. PLAN
LH-3	NORTH COURTYARD DIM. PLAN-FROM LOBBY
LH-4	NORTH POOL AMENITY DIM. PLAN
LH-5	SOUTH BUILDING DIM. PLAN
LP-1	NORTH SITE LANDSCAPE PLAN
LP-2	NORTH LANDSCAPE COURTYARD
LP-3	NORTH LANDSCAPE COURTYARD FROM LOBBY
LP-4	NORTH POOL AMENITY LANDSCAPE PLAN
LP-5	SOUTH SITE &POOL LANDSCAPE PLAN

CIVIL

	SHEET TITLE
C0.00	COVER SHEET
C0.10	GENERAL NOTES
C1.00	EROSION CONTROL & DEMOLITION NOTES
C1.01	EROSION CONTROL & DEMOLITION PLAN
C1.02	EROSION CONTROL & DEMOLITION PLAN
C1.10	EROSION CONTROL DETAILS
C2.00	PAVEMENT MARKING & SIGNAGE PLAN
C2.01	PAVEMENT MARKING & SIGNAGE PLAN
C3.00	PAVING & GRADING PLAN
C3.01	PAVING & GRADING PLAN
C3.10	DRAINAGE PLAN
C3.11	DRAINAGE PLAN
C3.20	CROSS SECTION
C3.30	PAVING, GRADING & DRAINAGE DETAILS
C3.31	PAVING, GRADING & DRAINAGE DETAILS
C3.32	PAVING, GRADING & DRAINAGE DETAILS
C4.00	WATER SEWER PLAN
C4.01	WATER SEWER PLAN
C4.10	WATER DETAILS
C4.11	WATER DETAILS
C4.12	SEWER DETAILS
C5.00	FIRE TRUCK MANEUVERABILITY PLAN
C5.01	GARBAGE TRUCK MANEUVERABILITY PLAN
C6.00	PHOTOMETRIC PLAN
C6.01	PHOTOMETRIC PLAN
C6.10	PHOTOMETRIC DETAILS

COHEN • FREEDMAN • ENCINOSA & ASSOC.
Architects, PA AA C000779
8085 N.W. 155th Street Miami Lakes, Florida 33016
305 826 3999

Project name:
ARCH CREEK
NE 20th Pl, North Miami Beach, FL 33181
COVER

Digitally signed by Sandy Lee Peaceman
Date: 2025.04.02 15:02:10-04'00'

SANDY L. PEACEMAN
STATE OF FLORIDA
REGISTERED ARCHITECT
AR# 0016169

ARTURO L. ROBINSON
STATE OF FLORIDA
REGISTERED ARCHITECT
AR# 0012225

No.	Description	Date

Drawn by: CFE
Date: 06.30.23
Sheet no: **A0.0**
Project: 3810

Miami Dade County Department of Regulatory and Economic Resources - Job Copy
0725013210 - 5/8/2025 3:24:15 PM
A0.0.pdf

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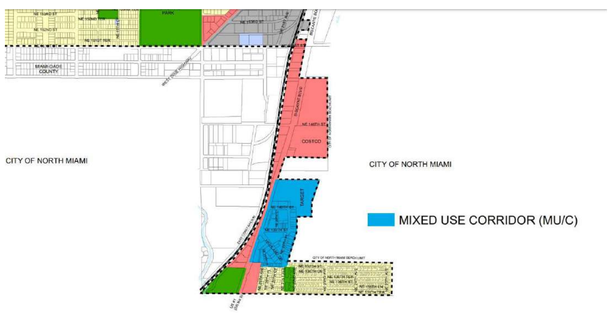
LOCATION MAP

N

ZONING MAP



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FUTURE LAND USE

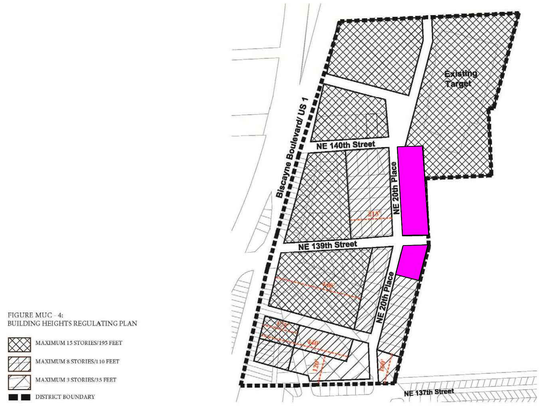


FIGURE MUC - 4:
BUILDING HEIGHTS REGULATING PLAN

- MAXIMUM 15 STORIES/195 FEET
- MAXIMUM 8 STORIES/110 FEET
- MAXIMUM 5 STORIES/75 FEET
- DISTRICT BOUNDARY

BUILDING HEIGHTS REGULATING PLAN

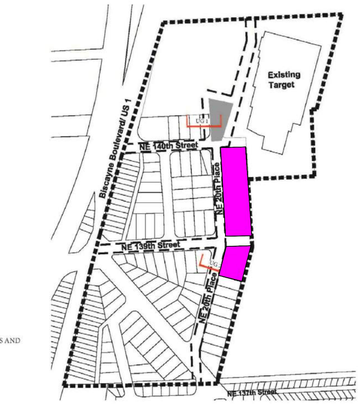


FIGURE MUC - 5:
DESIGNATED PUBLICALLY ACCESSIBLE OPEN SPACES AND GREENWAY SYSTEMS REGULATING PLAN

- NEW DESIGNATED OPEN SPACE
- DESIGNATED URBAN GREENWAY
- DISTRICT BOUNDARY

OPEN SPACE AND GREENWAY SYSTEMS REGULATING PLAN

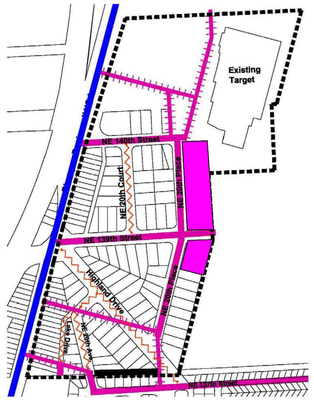


FIGURE MUC - 2:
STREET NETWORK CONNECTIVITY REGULATING PLAN

- EXISTING PRIMARY A STREET
- EXISTING SECONDARY STREET
- NEW SECONDARY STREET
- EXISTING TERTIARY STREET TO BE VACATED (FOR ASSEMBLY OF PARCELS ONLY)
- EXISTING ALLEY
- DISTRICT BOUNDARY

CONNECTIVITY REGULATING PLAN

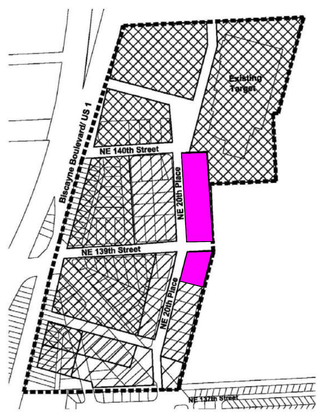


FIGURE MUC - 1:
SUB-AREAS REGULATING PLAN

- CORE SUB-AREA
- TRANSITION SUB-AREA
- EDGE SUB-AREA
- DISTRICT BOUNDARY

SUB-AREAS REGULATING PLAN

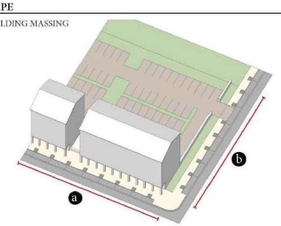
FIGURE MU-12: FLEX BUILDING TYPE

DEFINITION:

buildings designed to respond to changes of function in a flexible way. The flex building is able to accept different internal configurations and easily adapt to its surroundings.

- BUILDING LINE
- PROPERTY LINE
- ARCADE / COLONNADE
- ACTIVE USE
- PARKING AREA
- a LOT WIDTH
- b LOT DEPTH

BUILDING MASSING



LOT STANDARDS:	MIN.	MAX.
a. Lot Width	75'	200'
b. Lot Depth	130'	N/A
c. Lot Area	N/A	N/A
d. Impervious Area	N/A	90%
e. Pervious Area	10%	N/A
f. Interior Side Setback	0' (1)	N/A
g. Rear Setback	0' (1)	N/A

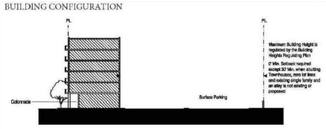
NOTES:

1. Except 30' minimum when abutting Townhouse, zero lot lines and existing single family and an alley is not existing or proposed.

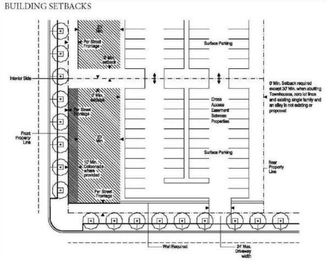
OPEN SPACE STANDARDS:

All multi-family residential, live-work units and mixed-use developments with residential dwellings shall reserve a minimum of 10% of the site for common, private open space.

BUILDING CONFIGURATION



BUILDING SETBACKS



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305 826 3999

Project name:
ARCH CREEK
NE 20th Pl, North Miami Beach, FL 33181

Digitally signed by Sandy Lee Peaceman
Date: 2025.04.02 15:02:14-04'00'

SANDY L. PEACEMAN
STATE OF FLORIDA
REGISTERED ARCHITECT
AR# 0016169

ARTURO L. ROBINSON
STATE OF FLORIDA
REGISTERED ARCHITECT
AR# 0012225

No.	Description	Date

Drawn by: CFE

Date: 06.30.23

Sheet no: **A0.1**

Project: 3810

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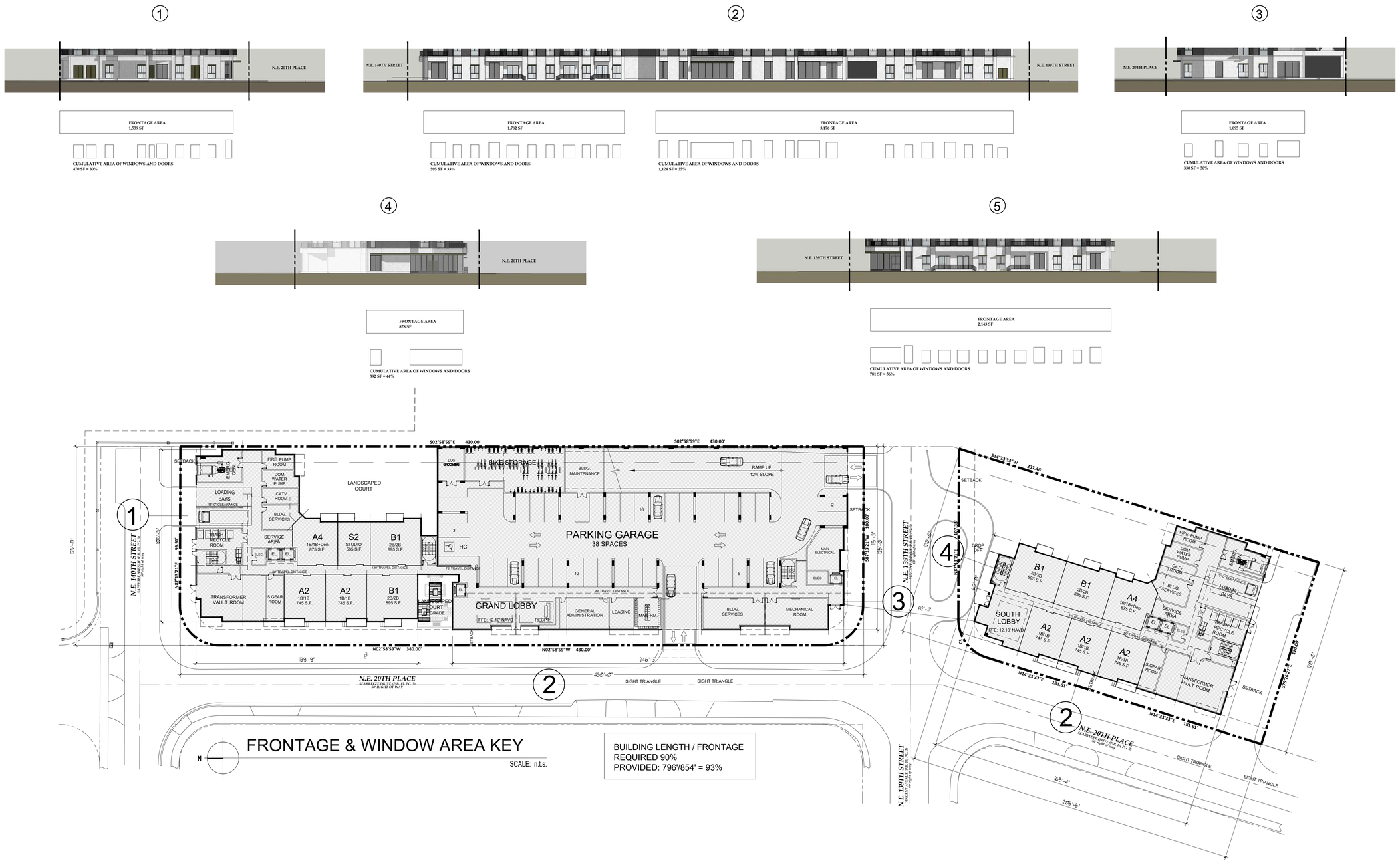

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Sheet no: **A0.2**

Project: 3810

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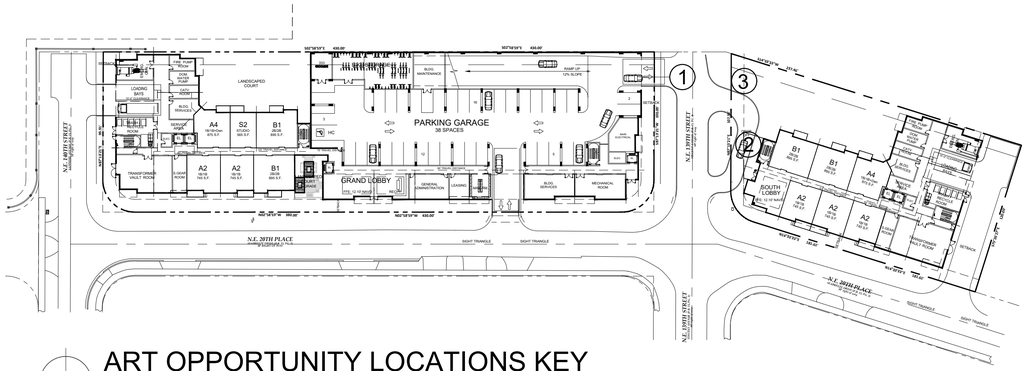


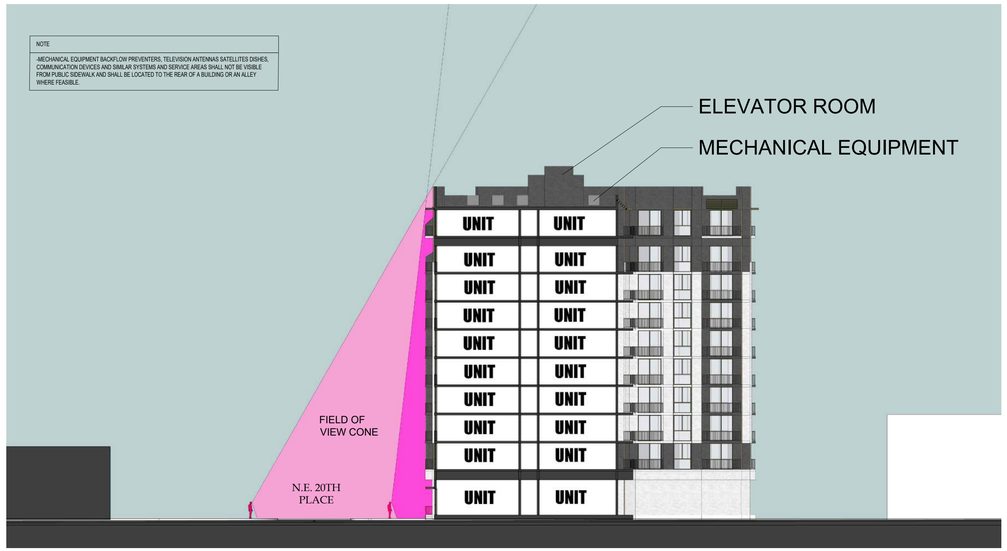
N

ART OPPORTUNITY LOCATIONS KEY

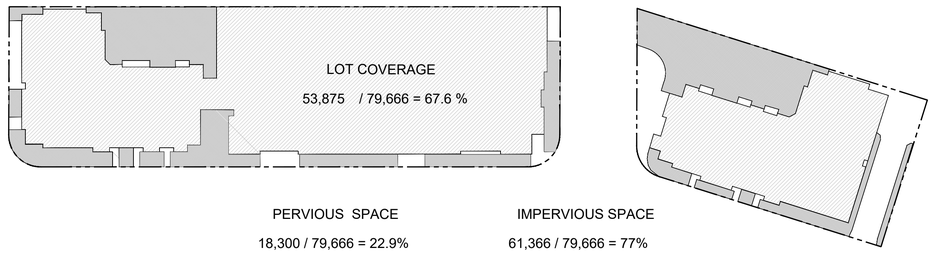
SCALE: n.t.s.

figure_1
2
3

ART OPPORTUNITY LOCATIONS



PEDESTRIAN FIELD OF VIEW DIAGRAM



PERVIOUS SPACE

18,300 / 79,666 = 22.9%

IMPERVIOUS SPACE

61,366 / 79,666 = 77%

LOT COVERAGE / PERVIOUS & IMPERVIOUS CALC DIAGRAM

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SUN / SHADOW STUDY

MARCH EQUINOX

JUNE SOLSTICE

SEPTEMBER EQUINOX

DECEMBER SOLSTICE

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COVER

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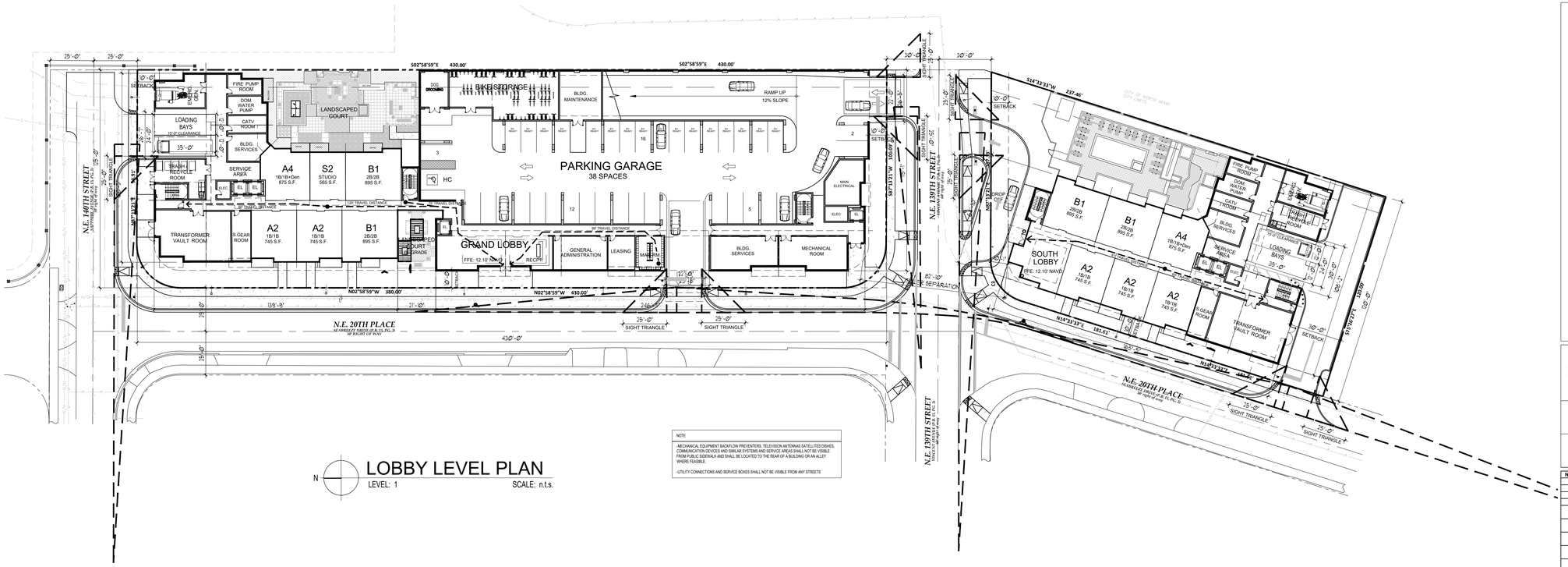

N

LOBBY LEVEL PLAN

LEVEL: 1 SCALE: n.t.s.

NOTE

-MECHANICAL EQUIPMENT BACKFLOW PREVENTERS, TELEVISION ANTENNAS SATELLITES DISHES, COMMUNICATION DEVICES AND SIMILAR SYSTEMS AND SERVICE AREAS SHALL NOT BE VISIBLE FROM PUBLIC SIDEWALK AND SHALL BE LOCATED TO THE REAR OF A BUILDING OR AN ALLEY WHERE FEASIBLE.

-UTILITY CONNECTIONS AND SERVICE BOXES SHALL NOT BE VISIBLE FROM ANY STREETS

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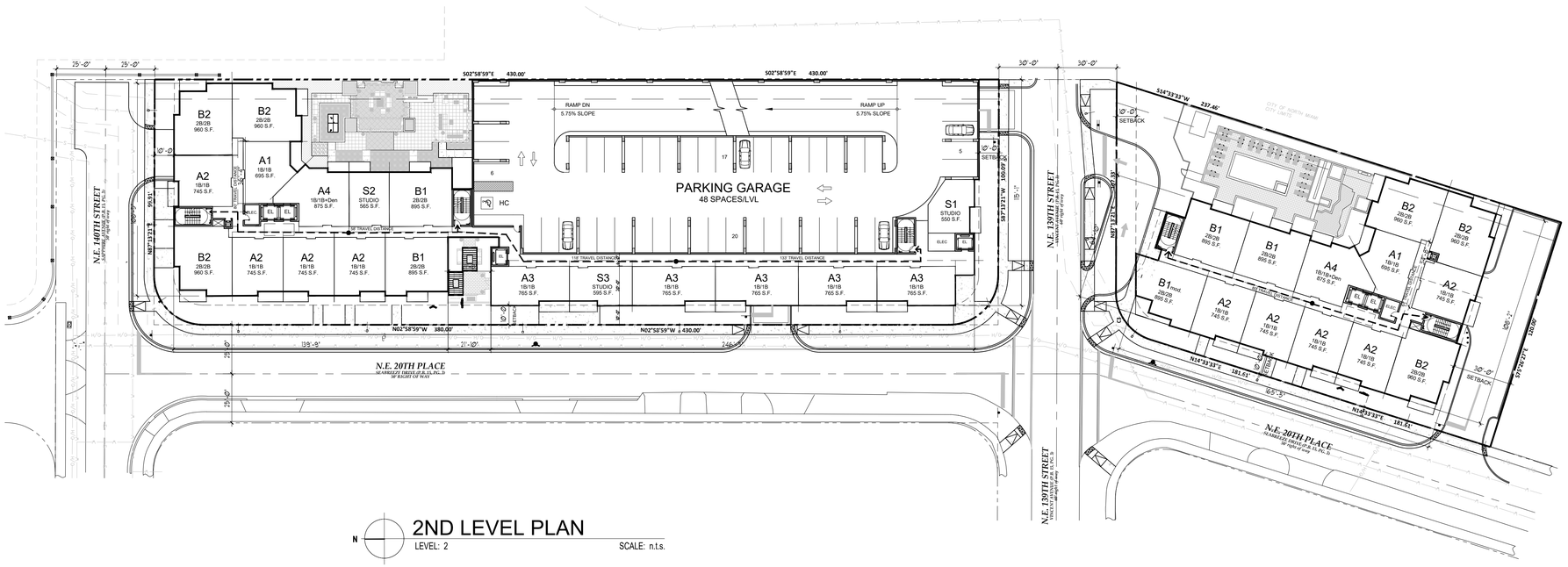

2ND LEVEL PLAN

LEVEL: 2 SCALE: n.t.s.

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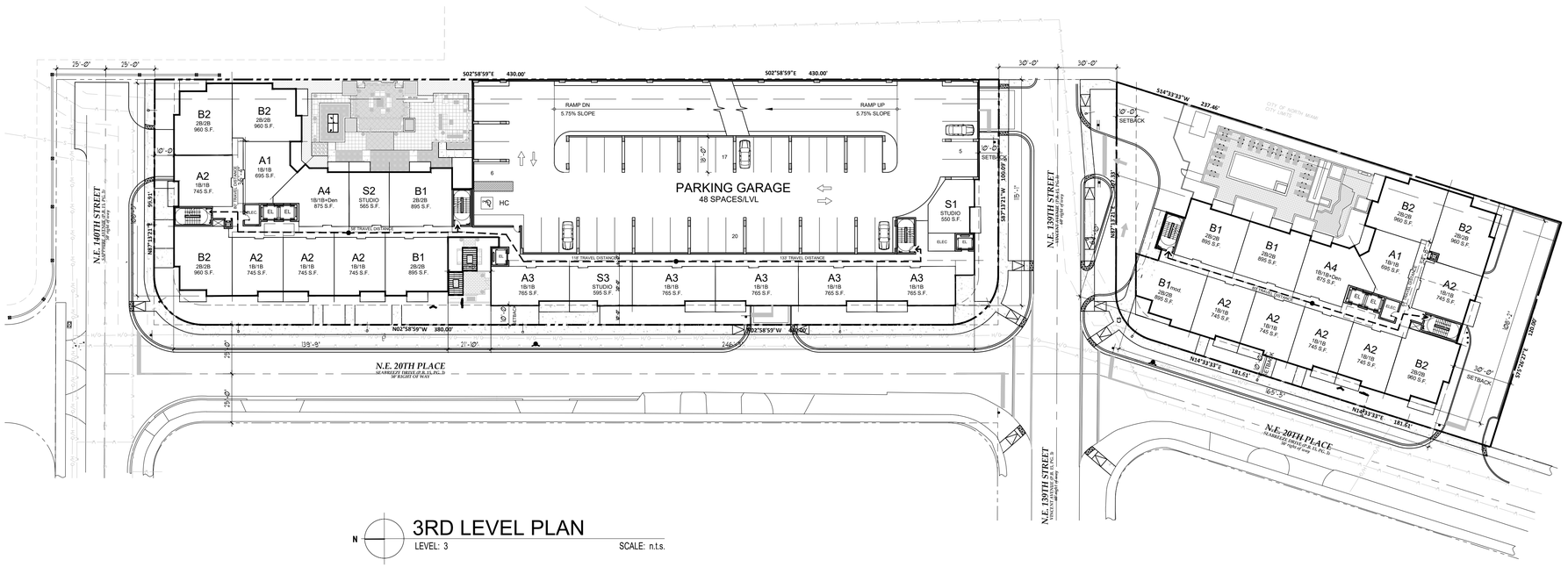

N

3RD LEVEL PLAN

LEVEL: 3 SCALE: n.t.s.

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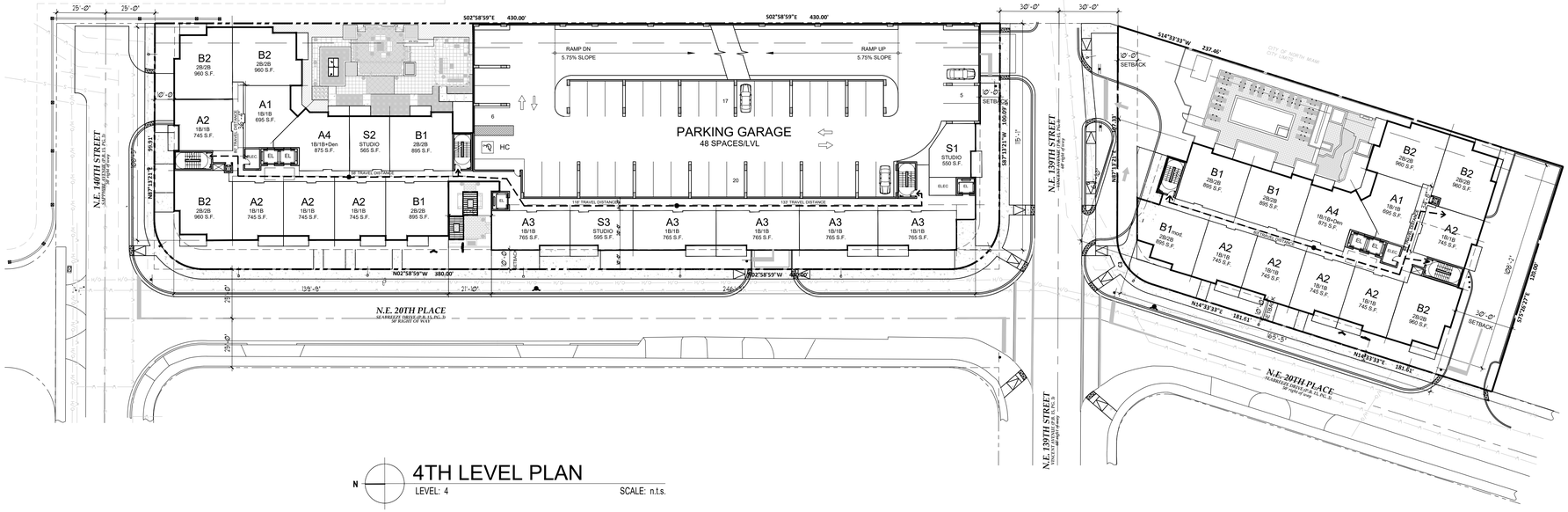

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4TH LEVEL PLAN

LEVEL: 4 SCALE: n.t.s.

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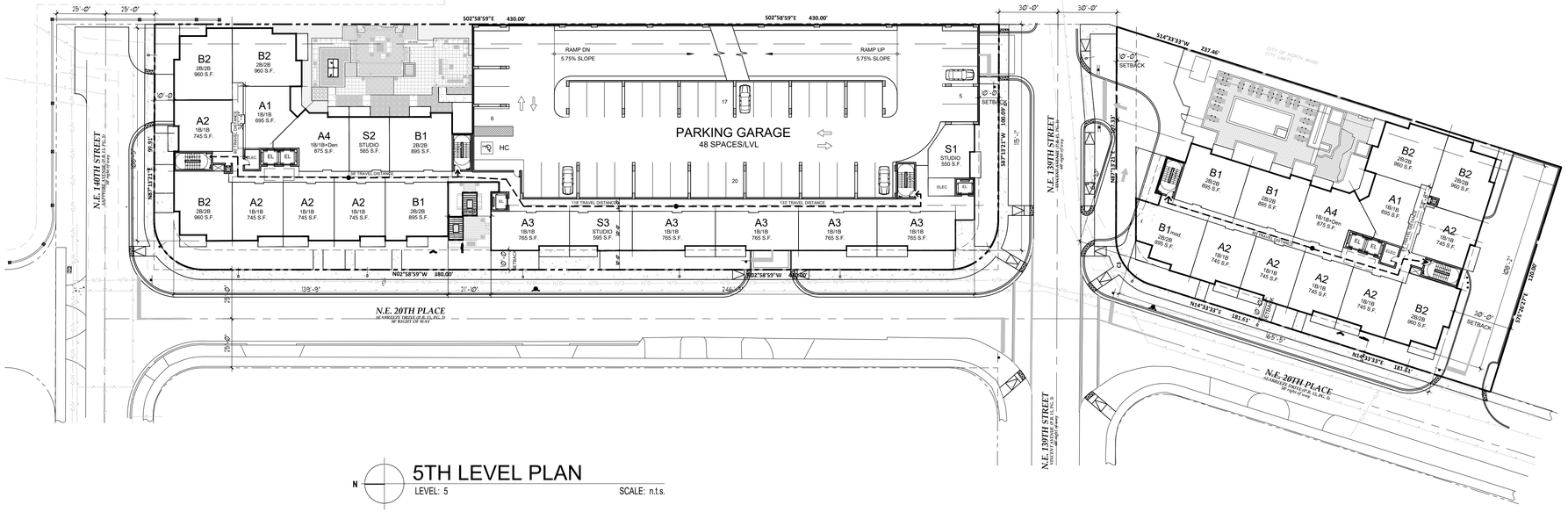

N

5TH LEVEL PLAN

LEVEL: 5 SCALE: n.t.s.

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No.	Description	Date

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Sheet no: **A2.4**

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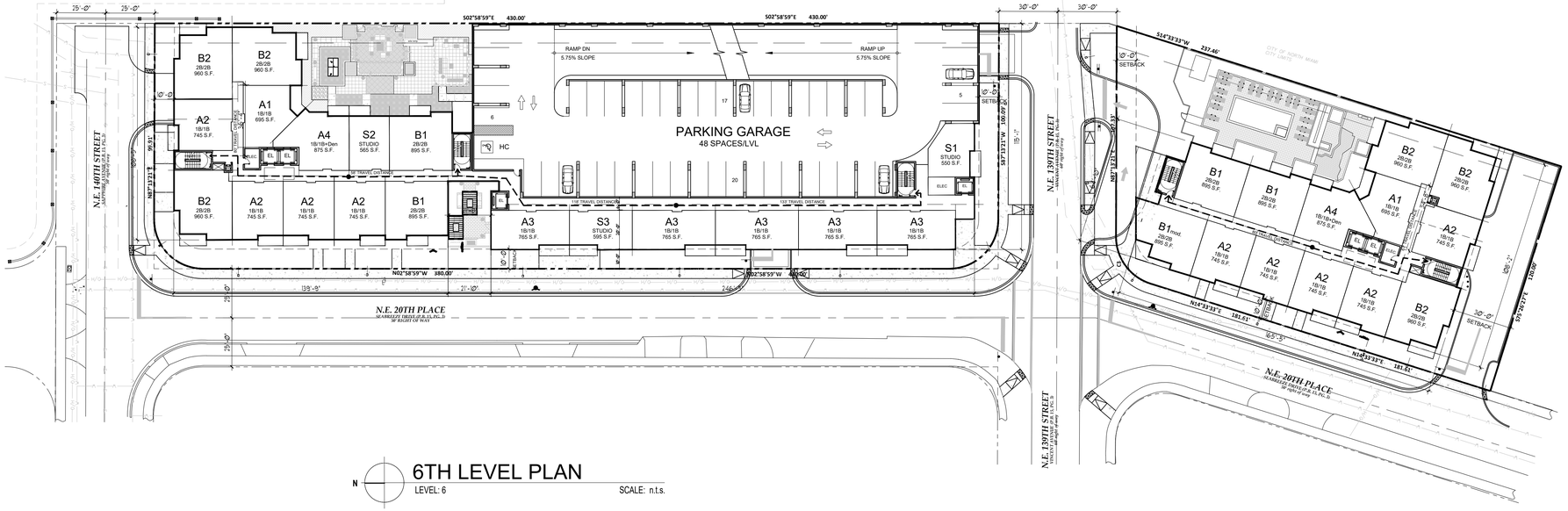

N

6TH LEVEL PLAN

LEVEL: 6 SCALE: n.t.s.

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AR# 0012225

No.	Description	Date

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Date: 06.30.23

Sheet no: **A2.5**

Project: 3810

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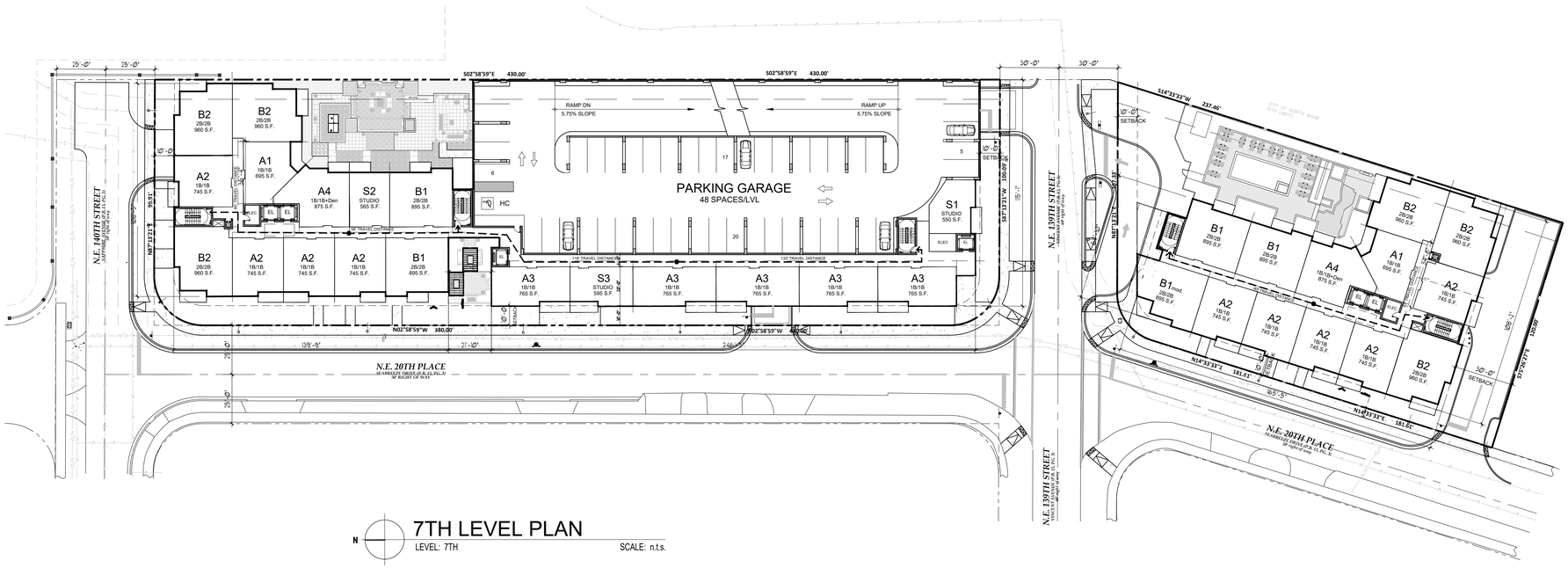

7TH LEVEL PLAN

LEVEL: 7TH SCALE: n.t.s.

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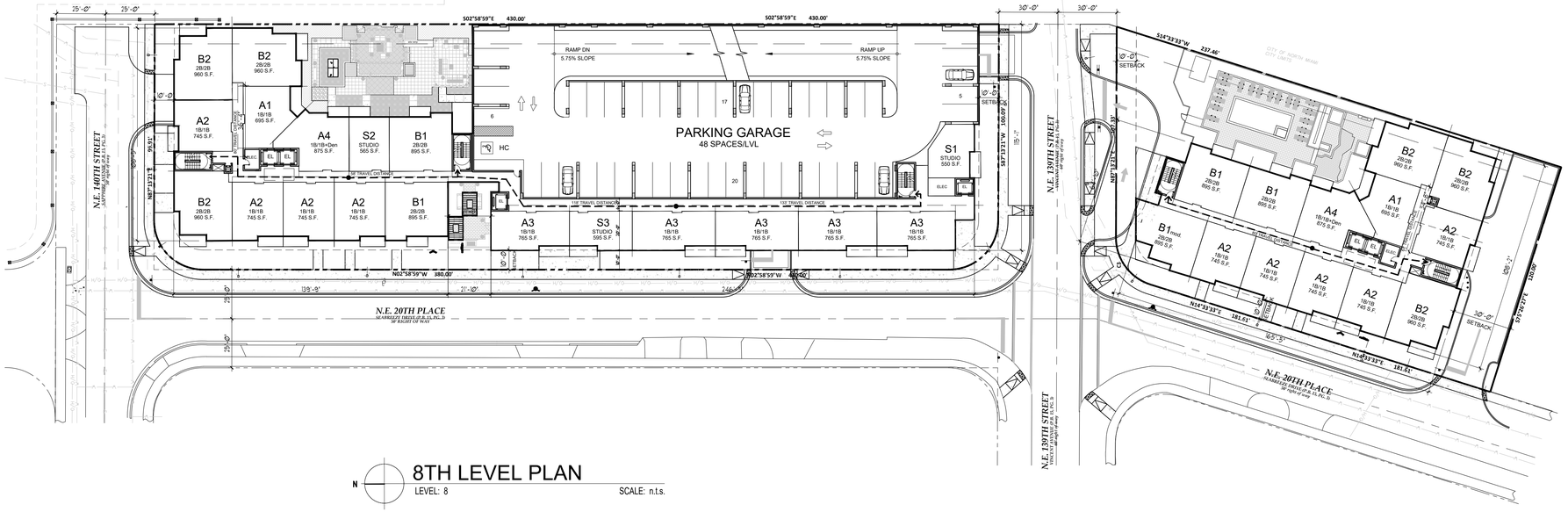

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8TH LEVEL PLAN

LEVEL: 8 SCALE: n.t.s.

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Project: 3810

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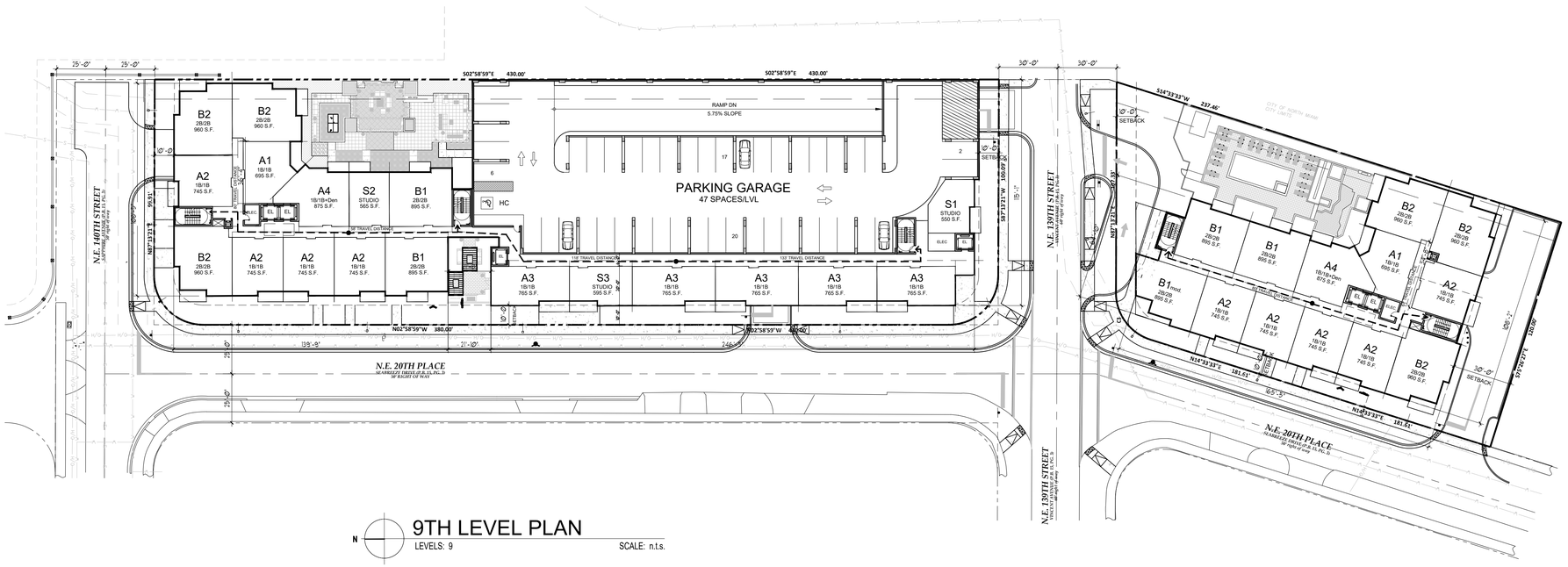

N

9TH LEVEL PLAN

LEVELS: 9 SCALE: n.t.s.

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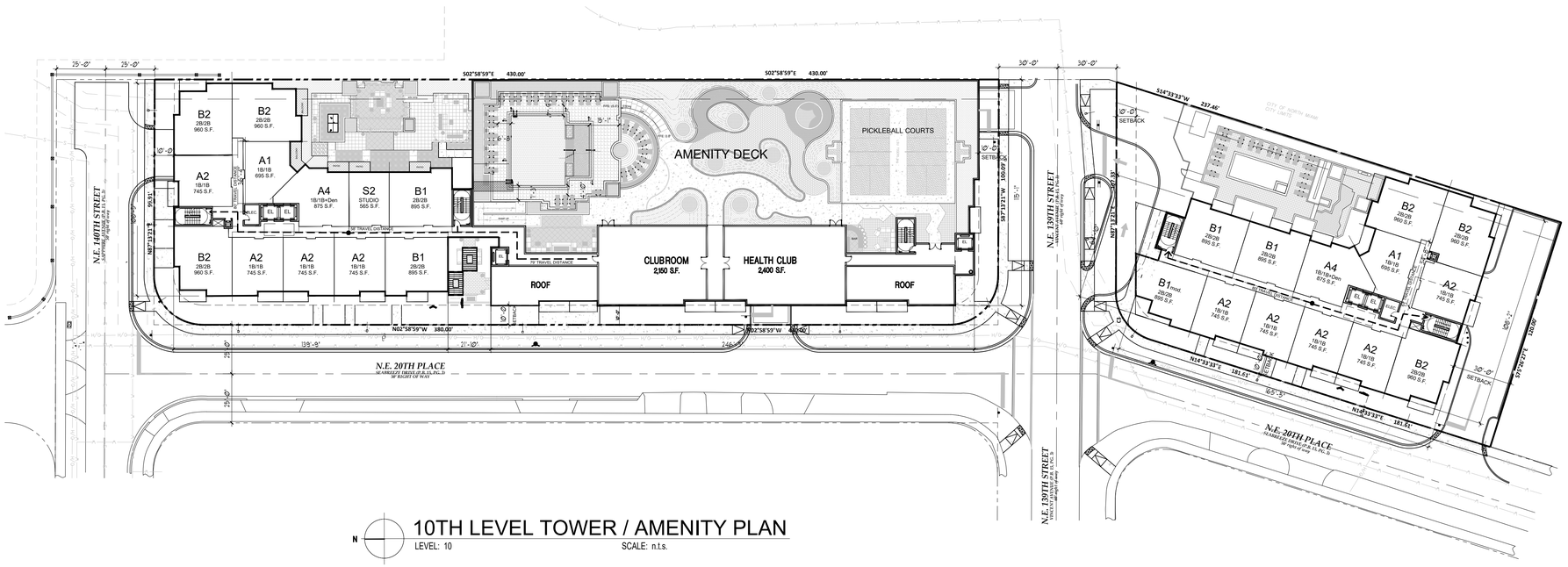

N

10TH LEVEL TOWER / AMENITY PLAN

LEVEL: 10 SCALE: n.t.s.

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Sheet no: **A2.9**

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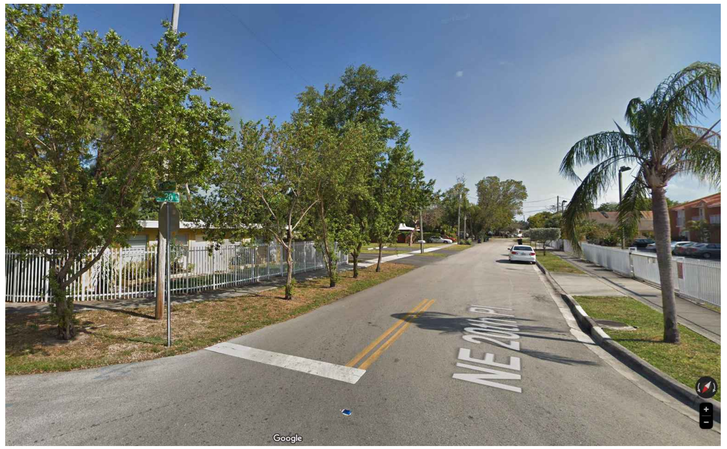
SITE LOOKING NORTHEAST

SITE LOOKING EAST



SITE LOOKING SOUTH

SITE LOOKING WEST

EXISTING CONDITIONS

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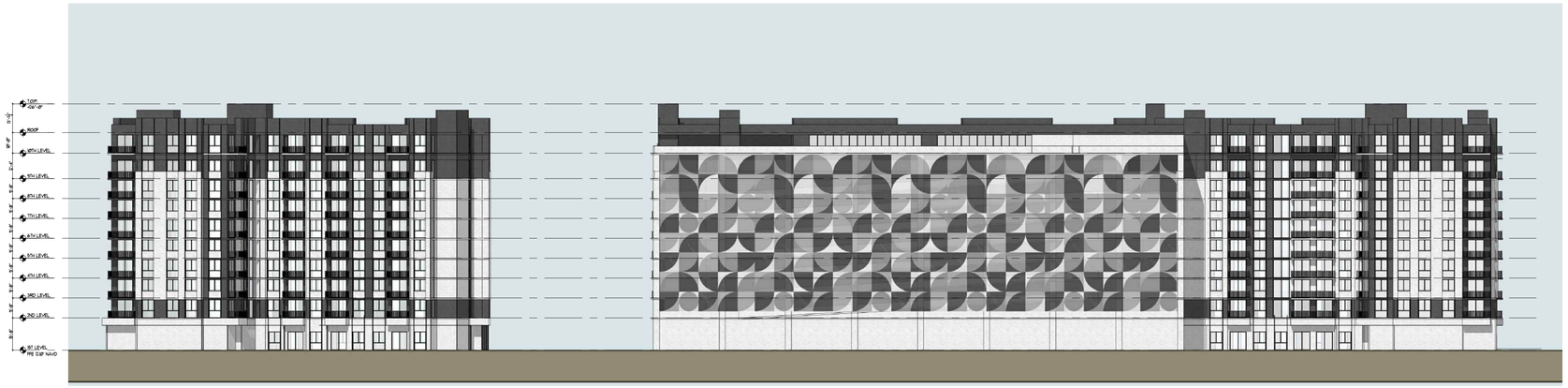

EAST ELEVATION

SCALE: n.t.s.

NORTH ELEVATION

SCALE: n.t.s.

SOUTH ELEVATION

SCALE: n.t.s.

WEST ELEVATION

SCALE: n.t.s.

NOTE

-MIRROR TYPE GLASS SHALL BE PROHIBITED

-ALL GLAZING SHALL BE OF A TYPE THAT PERMITS VIEW OF HUMAN ACTIVITIES AND SPACES WITHIN THE STRUCTURE

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VIEW LOOKING SOUTHEAST

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COVER

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VIEW LOOKING NORTHEAST

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VIEW LOOKING NORTHWEST

ELEVATED AMENITY DECK VIEW

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COVER

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Date: 2025.04.02 15:03:25-04'00'

SANDY L. PEACEMAN
STATE OF FLORIDA
REGISTERED ARCHITECT
AR# 0016169

ARTURO L. ROBINSON
STATE OF FLORIDA
REGISTERED ARCHITECT
AR# 0012225

No.	Description	Date

Drawn by: CFE

Date: 06.30.23

Sheet no: **A7.2**

Project: 3810

Miami Dade County Department of Regulatory and Economic Resources - Job Copy
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VIEW LOOKING SOUTHEAST AT SOUTH TOWER

VIEW LOOKING EAST

COHEN • FREEDMAN • ENCINOSA & ASSOC.
Architects, PA AA C000779
8085 N.W. 155th Street Miami Lakes, Florida 33016
305 826 3999

Project name:
ARCH CREEK
NE 20th Pl, North Miami Beach, FL 33181

COVER

Digitally signed by Sandy Lee Peaceman
Date: 2025.04.02 15:03:29-04'00'

SANDY L. PEACEMAN
STATE OF FLORIDA
REGISTERED ARCHITECT
AR# 0016169

ARTURO L. ROBINSON
STATE OF FLORIDA
REGISTERED ARCHITECT
AR# 0012225

No.	Description	Date

Drawn by: CFE

Date: 06.30.23

Sheet no: **A7.3**

Project: 3810

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PEDESTRIAN EXPERIENCE ALONG NE 20TH PLACE

COHEN • FREEDMAN • ENCINOSA & ASSOC.
Architects, PA AA C000779
8085 N.W. 155th Street Miami Lakes, Florida 33016
305 826 3999

Project name:
ARCH CREEK
NE 20th Pl, North Miami Beach, FL 33181

COVER

Digitally signed by Sandy Lee Peaceman
Date: 2025.04.02 15:03:33-04'00'

SANDY L. PEACEMAN
STATE OF FLORIDA
REGISTERED ARCHITECT
AR# 0016169

ARTURO L. ROBINSON
STATE OF FLORIDA
REGISTERED ARCHITECT
AR# 0012225

No.	Description	Date

Drawn by: CFE

Date: 06.30.23

Sheet no: **A7.4**

Project: 3810

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A7.4.pdf

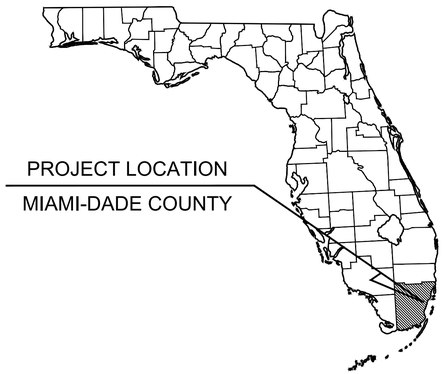
ARCH CREEK

PREPARED FOR

ARCH CREEK EQUITIES, LLC

SECTION 25, TOWNSHIP 53S, RANGE 41E

CITY OF NORTH MIAMI BEACH, FLORIDA



PROJECT TEAM

OWNER
ARCH CREEK EQUITIES, LLC
6988 INDIAN CREEK DR
MIAMI BEACH, FL 33141

CIVIL ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
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ARCHITECT
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CABLE PROVIDER
COMCAST
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DAVIE, FL 33317
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CONTACT: RICARDO DAVIDSON

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CITY OF NORTH MIAMI BEACH WATER
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CONTACT: KARIM ROSSY

TRAFFIC SIGNALS
MIAMI-DADE COUNTY PUBLIC WORKS AND TRAFFIC
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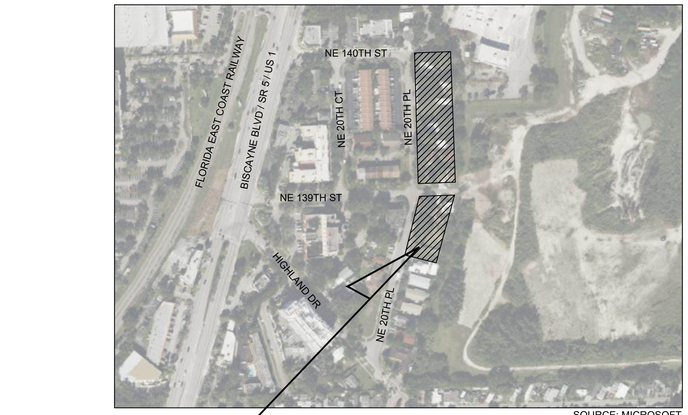
MIAMI BEACH, FL 33139
PHONE: (386) 586-6403
CONTACT: EDGAR AGUILAR
EMAIL: EDGAR.AGUILAR@FPL.COM

FIBER PROVIDER
LUMEN
100 S CINCINNATI
TULSA, OK, 74103
PHONE: (877) 366-8344 X3

NATURAL GAS PROVIDER
TECO PEOPLES GAS
8416 PALM RIVER ROAD
TAMPA, FL 33619
PHONE: (813) 275-3783
CONTACT: JOAN DOMNING

FIRE PREVENTION
MIAMI DADE FIRE RESCUE DEPARTMENT
9300 NW 41 STREET
MIAMI, FL 33178
PHONE: (786) 315-2771
CONTACT: LT. OSCAR BOUZA



SOURCE: MICROSOFT

PROJECT LOCATION

LOCATION MAP
1"=250'

NORTH

PREPARED BY

Kimley»Horn

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8201 PETERS ROAD, SUITE 2200, PLANTATION, FL 33324
PHONE: 954-535-5100 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM CA 00000696

ENGINEERING CERTIFICATION

THE PLAN WAS PREPARED BY UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE COMPLIES WITH THE INTENT OF THE MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS, AS ADOPTED BY THE STATE OF FLORIDA LEGISLATURE, CHAPTER 72-328 F.S.

ALL CONSTRUCTION WITHIN FDOT RIGHT-OF-WAY TO BE CONSTRUCTED IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION, 2024-2025 STANDARD PLANS AND 2024-2025 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

LEGAL DESCRIPTION

LOT 1 AND NORTHERLY 30 FEET OF LOT 2, BLOCK 9, ARCH CREEK HIGHLANDS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE(S) 3, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. ALSO DESCRIBED AS:

LOT 1 AND LOT 2, LESS PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, AND RUNNING NORTHEASTERLY ALONG THE FRONT LOT LINE A DISTANCE OF 20 FEET, THENCE RUNNING SOUTHEASTERLY AND PARALLEL WITH THE SOUTH LOT LIKE A DISTANCE OF 110 FEET TO THE REAR LOT LINE, THENCE RUNNING SOUTHWESTERLY ALONG THE REAR LOT LINE, PARALLEL WITH THE FRONT LOT LINE A DISTANCE OF 20 FEET TO THE SOUTHWEST CORNER AT THE POINT OF BEGINNING, IN BLOCK 9 OF ARCH CREEK HIGHLANDS, ACCORDING THE PLAT THEREOF, RECORDED IN PLAT BOOK 15, PAGE 3, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LOT 3 AND THE SOUTHERLY 20 FEET OF LOT 2, BLOCK 9, ARCH CREEK HIGHLANDS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, AT PAGE 3, OF THE PUBLIC RECORD OF MIAMI DADE COUNTY, FLORIDA. LOT 4, BLOCK 9, ARCH CREEK HIGHLANDS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, AT PAGE 3, OF THE PUBLIC RECORD OF MIAMI DADE COUNTY, FLORIDA. LOTS 1,2,3,4,5,6,7 AND 8, BLOCK 10, ARCH CREEK HIGHLANDS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, AT PAGE 3, OF THE PUBLIC RECORD OF MIAMI DADE COUNTY, FLORIDA.

George Balaban
Digitally signed by George Balaban
Date: 2025.04.30 14:14:12 -04'00'

GEORGE BALABAN, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 74543

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY GEORGE BALABAN, P.E. ON THE DATE INDICATED HERE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE AND OBTAINING ALL NECESSARY PERMITS.

ALL ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON THE NGVD29 DATUM.

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Sheet List Table	
Sheet Number	Sheet Title
C0.00	COVER SHEET
C0.10	GENERAL NOTES
~~C1.00~~	~~EROSION CONTROL & DEMOLITION NOTES~~
~~C1.01~~	~~EROSION CONTROL & DEMOLITION PLAN~~
~~C1.02~~	~~EROSION CONTROL & DEMOLITION PLAN~~
~~C1.10~~	~~EROSION CONTROL DETAILS~~
C2.00	PAVEMENT MARKING & SIGNAGE PLAN
C2.01	PAVEMENT MARKING & SIGNAGE PLAN
~~C3.00~~	~~PAVING & GRADING PLAN~~
~~C3.01~~	~~PAVING & GRADING PLAN~~
~~C3.10~~	~~DRAINAGE PLAN~~
~~C3.11~~	~~DRAINAGE PLAN~~
~~C3.20~~	~~CROSS SECTIONS~~
~~C3.30~~	~~PAVING, GRADING & DRAINAGE DETAILS~~
~~C3.31~~	~~PAVING, GRADING & DRAINAGE DETAILS~~
~~C3.32~~	~~PAVING, GRADING & DRAINAGE DETAILS~~
C4.00	WATER & SEWER PLAN
C4.01	WATER & SEWER PLAN
~~C4.10~~	~~WATER DETAILS~~
~~C4.11~~	~~WATER DETAILS~~
~~C4.12~~	~~SEWER DETAILS~~
C5.00	FIRE TRUCK MANEUVERABILITY PLAN
~~C5.01~~	~~GARBAGE TRUCK MANEUVERABILITY PLAN~~
~~C6.00~~	~~PHOTOMETRIC PLAN~~
~~C6.01~~	~~PHOTOMETRIC PLAN~~
~~C6.10~~	~~PHOTOMETRICS DETAILS~~

No.	REVISIONS	DATE	BY

Kimley»Horn
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8201 PETERS ROAD, SUITE 2200, PLANTATION, FL 33324
PHONE: 954-535-5100 FAX: 954-739-2247
WWW.KIMLEY-HORN.COM REGISTRY No. 696

GEORGE BALABAN LICENSE No 74543 STATE OF FLORIDA PROFESSIONAL ENGINEER

KHA PROJECT	143302002
DATE	FEB 2025
SCALE	AS SHOWN
DESIGNED BY	AB
DRAWN BY	AB
CHECKED BY	GB

COVER SHEET

ARCH CREEK
PREPARED FOR
ARCH CREEK EQUITIES, LLC
CITY OF NORTH MIAMI BEACH FL

SHEET NUMBER
C0.00

Plotted By: Bangelman, Alex Sheet Set: ARCH CREEK Layout: C0.00 COVER SHEET April 28, 2025 03:07:23pm K:\Mi_civil\143 Jobs\143302002 arch equities sp entitlement\Design\CAD\Sheets\C0.00 COVER SHEET.dwg
Xref: This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

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Plotted By:Benjamin, Alex Sheet Set:ARCH CREEK Layout:C0.10 GENERAL NOTES April 28, 2025 03:07:24pm K:\tls_sun\143 Jobs\143302002 arch equities gp entitlement\Design\CAD\plansheets\C0.00 COVER SHEET.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

GENERAL CONSTRUCTION NOTES

1. THE CONTRACTOR AND SUBCONTRACTORS SHALL OBTAIN A COPY OF THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" (LATEST EDITION) AND BECOME FAMILIAR WITH THE CONTENTS PRIOR TO COMMENCING WORK, AND, UNLESS OTHERWISE NOTED, ALL WORK SHALL CONFORM AS APPLICABLE TO THESE STANDARDS AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL MATERIAL AND LABOR TO CONSTRUCT THE FACILITY AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE APPROVING AUTHORITIES, SPECIFICATIONS AND REQUIREMENTS. CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS UNLESS OTHERWISE INDICATED, REMOVING TREES, STUMPS, ROOTS, MUCK, EXISTING PAVEMENT AND ALL OTHER DELETERIOUS MATERIAL.
3. EXISTING UTILITIES SHOWN ARE LOCATED ACCORDING TO THE INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF THE TOPOGRAPHIC SURVEY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THE ENGINEER. GUARANTEE IS NOT MADE THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN OR THAT THE LOCATION OF THOSE SHOWN ARE ENTIRELY ACCURATE. FINDING THE ACTUAL LOCATION OF ANY EXISTING UTILITIES IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE DONE BEFORE HE COMMENCES ANY WORK IN THE VICINITY. FURTHERMORE, THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES DUE TO THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES, NOR FOR TEMPORARY BRACING AND SHORING OF SAME. IF IT IS NECESSARY TO SHORE, BRACE, SWING OR RELOCATE A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED AND THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK.
4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE COMMENCING WORK. THE CONTRACTOR SHALL PROVIDE 48 HOURS MINIMUM NOTICE TO ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION. A LIST OF THE UTILITY COMPANIES WHICH THE CONTRACTOR MUST CALL BEFORE COMMENCING WORK IS PROVIDED ON THE COVER SHEET OF THESE CONSTRUCTION PLANS. THIS LIST SERVES AS A GUIDE ONLY AND IS NOT INTENDED TO LIMIT THE UTILITY COMPANIES WHICH THE CONTRACTOR MAY WISH TO NOTIFY.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED CONSTRUCTION PERMITS AND BONDS IF REQUIRED PRIOR TO CONSTRUCTION.
6. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES ONE COPY OF THE CONSTRUCTION DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, AND SPECIAL CONDITIONS AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.
7. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER.
8. ALL COPIES OF COMPACTION, CONCRETE AND OTHER REQUIRED TEST RESULTS ARE TO BE SENT TO THE OWNER AND DESIGN ENGINEER OF RECORD DIRECTLY FROM THE TESTING AGENCY.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TO THE ENGINEER A CERTIFIED RECORD SURVEY SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA DEPICTING THE ACTUAL FIELD LOCATION OF ALL CONSTRUCTED IMPROVEMENTS THAT ARE REQUIRED BY THE JURISDICTIONAL AGENCIES FOR THE CERTIFICATION PROCESS. ALL SURVEY COSTS WILL BE THE CONTRACTORS RESPONSIBILITY.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DOCUMENTING AND MAINTAINING AS-BUILT INFORMATION WHICH SHALL BE RECORDED AS CONSTRUCTION PROGRESSES OR AT THE COMPLETION OF APPROPRIATE CONSTRUCTION INTERVALS AND SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT DRAWINGS TO THE OWNER FOR THE PURPOSE OF CERTIFICATION TO JURISDICTIONAL AGENCIES AS REQUIRED. ALL AS-BUILT DATA SHALL BE COLLECTED BY A STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR WHOSE SERVICES ARE ENGAGED BY THE CONTRACTOR.
11. ANY WELLS DISCOVERED ON SITE THAT WILL HAVE NO USE MUST BE PLUGGED BY A LICENSED WELL DRILLING CONTRACTOR IN A MANNER APPROVED BY ALL JURISDICTIONAL AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY WELL ABANDONMENT PERMITS REQUIRED.
12. ANY WELL DISCOVERED DURING EARTH MOVING OR EXCAVATION SHALL BE REPORTED TO THE APPROPRIATE JURISDICTIONAL AGENCIES WITHIN 24 HOURS AFTER DISCOVERY IS MADE.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK THAT WOULD BE AFFECTED. FAILURE TO NOTIFY OWNER OF AN IDENTIFIABLE CONFLICT PRIOR TO PROCEEDING WITH INSTALLATION RELIEVES OWNER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.

PRECONSTRUCTION RESPONSIBILITIES

1. UPON RECEIPT OF NOTICE OF AWARD, THE CONTRACTOR SHALL ARRANGE A PRECONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, ALL AFFECTED UTILITY OWNERS, THE OWNER, THE ENGINEER AND ITSELF.
2. THE CONTRACTOR SHALL CONTACT "SUNSHINE STATE ONE CALL OF FLORIDA, INC. (811)" AT LEAST 2 WORKING DAYS PRIOR TO BEGINNING ANY EXCAVATION.
3. PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE SIZE, LOCATION, ELEVATION, AND MATERIAL OF ALL EXISTING UTILITIES WITHIN THE AREA OF CONSTRUCTION.
4. EXISTING UTILITY LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF EXISTING UTILITIES SHOWN OR FOR ANY EXISTING UTILITIES NOT SHOWN.
5. IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE PLANS; THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER.

CONSTRUCTION SAFETY

ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER, SPECIFICALLY, THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) SHALL BE STRICTLY OBSERVED.

SURVEY DATA

1. THE CONTRACTOR SHALL PROTECT ALL PERMANENT REFERENCE MONUMENTS AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID DAMAGE TO SURVEY MAKERS DURING CONSTRUCTION. ANY SURVEY MARKERS DAMAGED DURING CONSTRUCTION WILL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR.
2. BENCHMARK LOCATION AND ELEVATION ARE AS REPRESENTED BY SURVEYOR AT THE TIME OF SURVEY. CONTRACTOR SHALL VERIFY ITS CORRECTNESS AT TIME OF CONSTRUCTION.
3. ALL ELEVATIONS ON THE PLANS OR REFERENCED IN THE SPECIFICATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D. 29). MIAMI-DADE COUNTY BENCHMARK N-415-R; ELEVATION: 6.45 FEET.
4. BOUNDARY & TOPOGRAHIC SURVEY AND ALTA SURVEY PROVIDED BY BISCAYNE ENGINEERING COMPANY, INC. DATED 05/05/2022.

TRENCH SAFETY ACT

1. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLIANCE WITH THE STATE OF FLORIDA TRENCH SAFETY ACT.
2. WHERE EXCAVATIONS TO A DEPTH IN EXCESS OF FIVE FEET (5') ARE REQUIRED. THE CONTRACTOR SHALL INCLUDE THE FOLLOWING INFORMATION IN THE BID:
   A. A REFERENCE TO THE TRENCH SAFETY STANDARDS THAT WILL BE IN EFFECT DURING THE PERIOD OF CONSTRUCTION OF THE PROJECT.
   B. WRITTEN ASSURANCES BY THE CONTRACTOR PERFORMING THE TRENCH EXACTION THAT SUCH CONTRACTOR WILL COMPLY WITH THE APPLICABLE TRENCH SAFETY STANDARDS.
   C. A SEPARATE ITEM IDENTIFYING THE COST OF COMPLIANCE WITH THE APPLICABLE TRENCH SAFETY STANDARDS.
3. WHEN A BID IS NOT SUBMITTED, THE CONTRACTOR SHALL SUBMIT THE INFORMATION LISTED IN ITEM "2" TO THE ENGINEER PRIOR TO STARTING WORK.

3RD PARTY TEST REPORTS REQ'D

TEST REPORTS REQUIRED FOR CLOSE OUT INCLUDE, BUT ARE NOT LIMITED TO:
- DENSITY TEST REPORTS
- BACTERIOLOGICAL TESTS OF WATER SYSTEM
- PRESSURE TEST OF WATER/SEWER
- LEAK TESTS ON SEWER SYSTEM AND GREASE TRAPS
- ANY OTHER TESTING REQUIRED BY THE AGENCY

EROSION CONTROL NOTES

1. THE STORM WATER POLLUTION PREVENTION PLAN ("SWPPP") IS COMPRISED OF THE EROSION CONTROL PLAN, THE STANDARD DETAILS, THE PLAN NARRATIVE, ATTACHMENTS INCLUDED IN SPECIFICATIONS OF THE SWPPP, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
2. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN AND THE STATE OF FLORIDA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.
3. THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
4. BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY THE PERMITTING AGENCY OR OWNER.
5. EROSION CONTROL PLAN MUST CLEARLY DELINEATE ALL STATE WATERS. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.
6. THE CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.
7. CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
8. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
9. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ON SITE. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
11. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
12. ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THE PLAN, SHALL BE INITIATED AS SOON AS PRACTICABLE.
13. STABILIZATION PRACTICES SHOULD BE INITIATED AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS WHERE CONSTRUCTION HAS TEMPORARILY CEASED.
14. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY SEEDED. THESE AREAS SHALL BE SEEDED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRED IN THESE AREAS. REFER TO SECTION 981 OF THE STANDARD SPECIFICATIONS FOR SEEDING AND MAINTENANCE REQUIREMENTS.
15. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.
16. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED AS SOON AS POSSIBLE.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE DETENTION POND AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.
18. ON-SITE & OFF SITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE EROSION CONTROL PLAN AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
19. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
20. DUE TO GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, ETC.) TO PREVENT EROSION.
21. ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY, THIS INCLUDES BACK FILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.

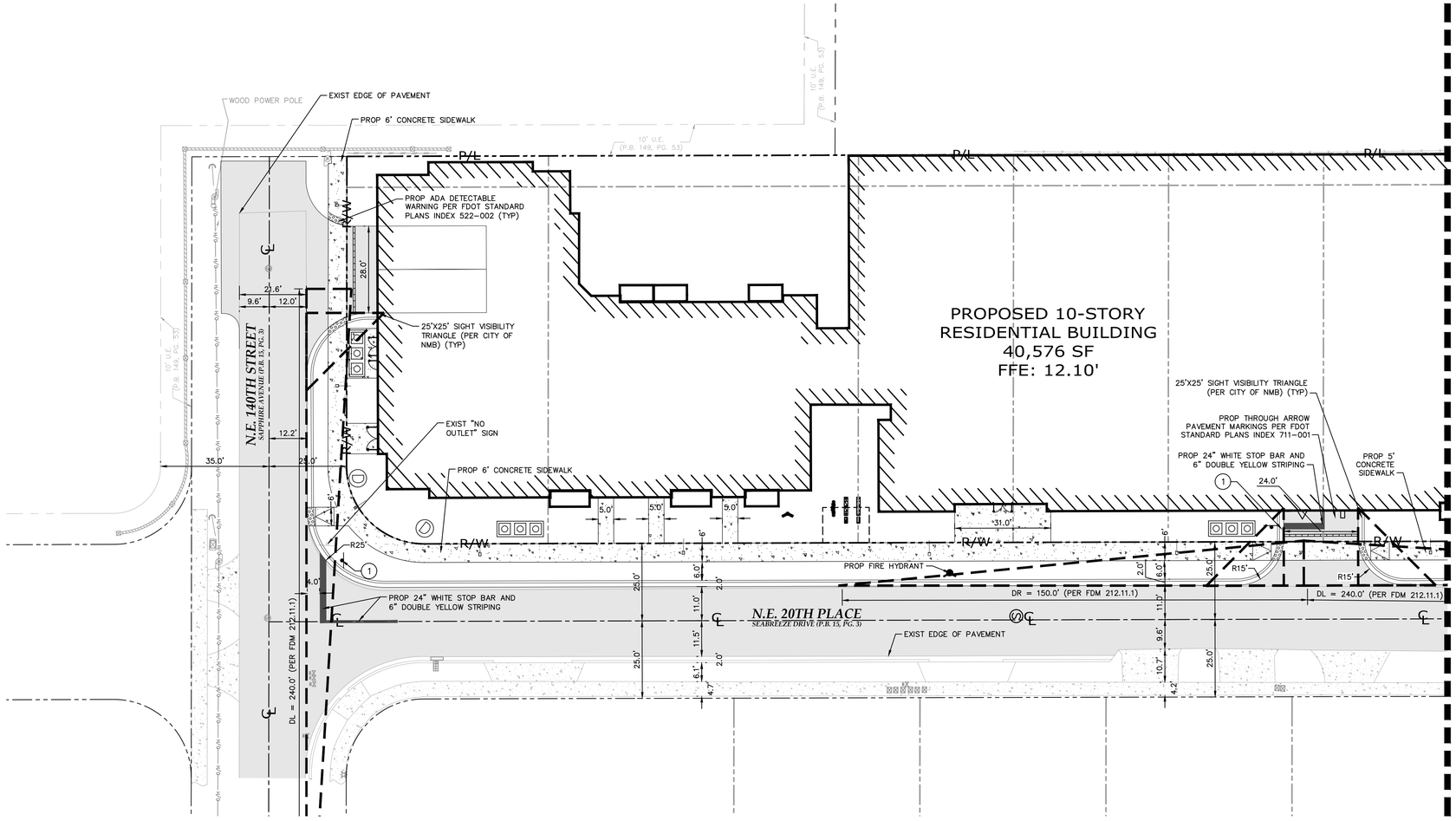
PAVING, GRADING AND DRAINAGE NOTES

1. ALL PAVING, CONSTRUCTION, MATERIALS, AND WORKMANSHIP WITHIN CITY'S RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH LOCAL OR CITY SPECIFICATIONS AND STANDARDS (LATEST EDITION) OR FDOT SPECIFICATIONS AND STANDARDS (LATEST EDITION) IF NOT COVERED BY LOCAL OR CITY REGULATIONS.
2. ALL UNPAVED AREAS IN EXISTING RIGHTS-OF-WAY DISTURBED BY CONSTRUCTION SHALL BE REGRADED AND SODDED.
3. TRAFFIC CONTROL ON ALL FDOT, LOCAL AND COUNTY RIGHTS-OF-WAY SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOT/FHA) AND THE REQUIREMENTS OF THE STATE AND ANY LOCAL AGENCY HAVING JURISDICTION. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
4. THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED AND SHALL REGRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL A GRASS STAND IS WELL ESTABLISHED OR ADEQUATE STABILIZATION OCCURS.
5. ALL OPEN AREAS WITHIN THE PROJECT SITE SHALL BE SODDED UNLESS INDICATED OTHERWISE ON THE LANDSCAPE PLAN.
6. ALL AREAS INDICATED AS PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TYPICAL PAVEMENT SECTIONS AS INDICATED ON THE DRAWINGS.
7. WHERE EXISTING PAVEMENT IS INDICATED TO BE REMOVED AND REPLACED, THE CONTRACTOR SHALL SAW CUT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND REPLACE THE PAVEMENT WITH THE SAME TYPE AND DEPTH OF MATERIAL AS EXISTING OR AS INDICATED.
8. WHERE NEW PAVEMENT MEETS THE EXISTING PAVEMENT, THE CONTRACTOR SHALL SAW CUT THE EXISTING PAVEMENT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND MATCH THE EXISTING PAVEMENT ELEVATION WITH THE PROPOSED PAVEMENT UNLESS OTHERWISE INDICATED.
9. THE CONTRACTOR SHALL INSTALL FILTER FABRIC OVER ALL DRAINAGE STRUCTURES FOR THE DURATION OF CONSTRUCTION AND UNTIL ACCEPTANCE OF THE PROJECT BY THE OWNER. ALL DRAINAGE STRUCTURES SHALL BE CLEANED OF DEBRIS AS REQUIRED DURING AND AT THE END OF CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE FLOWS.
10. IF DEWATERING IS REQUIRED, THE CONTRACTOR SHALL OBTAIN ANY APPLICABLE REQUIRED PERMITS. THE CONTRACTOR IS TO COORDINATE WITH THE OWNER AND THE DESIGN ENGINEER PRIOR TO ANY EXCAVATION.
11. STRIP TOPSOIL AND ORGANIC MATTER FROM ALL AREAS OF THE SITE AS REQUIRED. IN SOME CASES TOPSOIL MAY BE STOCKPILED ON SITE FOR PLACEMENT WITHIN LANDSCAPED AREAS BUT ONLY AS DIRECTED BY THE OWNER.
12. FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE LOCAL JURISDICTIONAL AGENCY OR TO FDOT STANDARDS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
13. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED AS PER PLANS. THE AREAS SHALL THEN BE SODDED OR SEEDED AS SPECIFIED IN THE PLANS, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE JOB SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL EARTHEN AREAS WILL BE SODDED OR SEEDED AND MULCHED AS SHOWN ON THE LANDSCAPING PLAN.
14. ALL CUT OR FILL SLOPES SHALL BE 4 (HORIZONTAL) :1 (VERTICAL) OR FLATTER UNLESS OTHERWISE SHOWN.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
16. THE CONTRACTOR SHALL TAKE ALL REQUIRED MEASURES TO CONTROL TURBIDITY, INCLUDING BUT NOT LIMITED TO THE INSTALLATION OF TURBIDITY BARRIERS AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATER BODY EXISTS DUE TO THE PROPOSED WORK. TURBIDITY BARRIERS MUST BE MAINTAINED IN EFFECTIVE CONDITION AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND DISTURBED SOIL AREAS ARE STABILIZED. THEREAFTER, THE CONTRACTOR MUST REMOVE THE BARRIERS. AT NO TIME SHALL THERE BE ANY OFF-SITE DISCHARGE WHICH VIOLATES THE WATER QUALITY STANDARDS IN CHAPTER 17-302, FLORIDA ADMINISTRATIVE CODE.
17. SOD, WHERE CALLED FOR, MUST BE INSTALLED AND MAINTAINED ON EXPOSED SLOPES WITHIN 48 HOURS OF COMPLETING FINAL GRADING, AND AT ANY OTHER TIME AS NECESSARY, TO PREVENT EROSION, SEDIMENTATION OR TURBID DISCHARGES.
18. THE CONTRACTOR MUST REVIEW AND MAINTAIN A COPY OF THE ENVIRONMENTAL RESOURCE PERMIT COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND PERMIT MODIFICATIONS IN GOOD CONDITION AT THE CONSTRUCTION SITE. THE COMPLETE PERMIT MUST BE AVAILABLE FOR REVIEW UPON REQUEST BY WATER MANAGEMENT DISTRICT REPRESENTATIVES.
19. THE CONTRACTOR SHALL ENSURE THAT ISLAND PLANTING AREAS AND OTHER PLANTING AREAS ARE NOT COMPACTED AND DO NOT CONTAIN ROAD BASE MATERIALS. THE CONTRACTOR SHALL ALSO EXCAVATE AND REMOVE ALL UNDESIRABLE MATERIAL FROM ALL AREAS ON THE SITE TO BE PLANTED AND PROPERLY DISPOSED OF IN A LEGAL MANNER.
20. THE CONTRACTOR SHALL INSTALL ALL UNDERGROUND STORM WATER PIPING PER MANUFACTURER'S RECOMMENDATIONS.

WATER AND SEWER UTILITY NOTES

1. THE CONTRACTOR SHALL CONSTRUCT GRAVITY SEWER LATERALS, MANHOLES, GRAVITY SEWER LINES AND DOMESTIC WATER AND FIRE PROTECTION SYSTEM AS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS, EQUIPMENT, MACHINERY, TOOLS, MEANS OF TRANSPORTATION AND LABOR NECESSARY TO COMPLETE THE WORK IN FULL AND COMPLETE ACCORDANCE WITH THE SHOWN, DESCRIBED AND REASONABLY INTENDED REQUIREMENTS OF THE CONTRACT DOCUMENTS AND JURISDICTIONAL AGENCY REQUIREMENTS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
2. ALL EXISTING UNDERGROUND UTILITY LOCATIONS SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS FOR UTILITY LOCATION AND COORDINATION IN ACCORDANCE WITH THE NOTES CONTAINED IN THE GENERAL CONSTRUCTION SECTION OF THIS SHEET.
3. THE CONTRACTOR SHALL RESTORE ALL DISTURBED VEGETATION IN KIND, UNLESS SHOWN OTHERWISE.
4. DEFLECTION OF PIPE JOINTS AND CURVATURE OF PIPE SHALL NOT EXCEED 75% OF THE MAXIMUM DEFLECTION AS RECOMMENDED BY MANUFACTURER'S SPECIFICATIONS. SECURELY CLOSE ALL OPEN ENDS OF PIPE AND FITTINGS WITH A WATERTIGHT PLUG WHEN WORK IS NOT IN PROGRESS. THE INTERIOR OF ALL PIPES SHALL BE CLEAN AND JOINT SURFACES WIPED CLEAN AND DRY AFTER THE PIPE HAS BEEN LOWERED INTO THE TRENCH. VALVES SHALL BE PLUMB AND LOCATED ACCORDING TO THE PLANS.
5. ALL PHASES OF INSTALLATION, INCLUDING UNLOADING, TRENCHING, LAYING AND BACK FILLING, SHALL BE DONE IN A FIRST CLASS WORKMANLIKE MANNER. ALL PIPE AND FITTINGS SHALL BE CAREFULLY STORED FOLLOWING MANUFACTURER'S RECOMMENDATIONS. CARE SHALL BE TAKEN TO AVOID DAMAGE TO THE COATING OR LINING IN ANY D.I. PIPE FITTINGS. ANY PIPE OR FITTING WHICH IS DAMAGED OR WHICH HAS FLAWS OR IMPERFECTIONS WHICH, IN THE OPINION OF THE ENGINEER OR OWNER, RENDERS IT UNFIT FOR USE, SHALL NOT BE USED. ANY PIPE NOT SATISFACTORY FOR USE SHALL BE CLEARLY MARKED AND IMMEDIATELY REMOVED FROM THE JOB SITE, AND SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
6. WATER FOR FIRE FIGHTING SHALL BE AVAILABLE FOR USE PRIOR TO COMBUSTIBLES BEING BROUGHT ON SITE.
7. ALL UTILITY AND STORM DRAIN TRENCHES LOCATED UNDER AREAS TO RECEIVE PAVING SHALL BE COMPLETELY BACK FILLED IN ACCORDANCE WITH THE GOVERNING JURISDICTIONAL AGENCY'S SPECIFICATIONS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
8. UNDERGROUND LINES SHALL BE SURVEYED BY A STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR PRIOR TO BACK FILLING.
9. CONTRACTOR SHALL PERFORM, AT HIS OWN EXPENSE, ANY AND ALL TESTS REQUIRED BY THE SPECIFICATIONS AND/OR ANY AGENCY HAVING JURISDICTION. THESE TESTS MAY INCLUDE, BUT MAY NOT BE LIMITED TO, INFILTRATION AND EXFILTRATION TELEVISION INSPECTION AND A MANDREL TEST ON GRAVITY SEWER. A COPY OF THE TEST RESULTS SHALL BE PROVIDED TO THE UTILITY PROVIDER, OWNER AND JURISDICTIONAL AGENCY AS REQUIRED.
10. ALL WATER MAIN INSTALLATIONS SHALL COMPLY WITH THE EQUIPMENTS OF CHAPTER 62-555.320, FAC.
11. ALL PVC PIPE SHALL BE INSTALLED IN ACCORDANCE WITH THE UNI-VELL PLASTIC PIPE ASSOCIATIONS "GUIDE FOR INSTALLATION OF PVC PRESSURE PIPE FOR MUNICIPAL WATER DISTRIBUTION SYSTEM"
12. ALL DIP SHALL BE INSTALLED IN ACCORDANCE WITH ANSI/AWWA C600-05 OR LATEST REVISION.
13. ALL WATER MAIN PIPES SHALL BE COLOR CODED USING BLUE AS A PREDOMINANT COLOR IN ACCORDANCE WITH RULE 62-555.320(21)(B)(3), FAC.
14. NO CONNECTIONS TO EXISTING LINES SHALL BE MADE UNTIL PRESSURE TESTS & BACTERIOLOGICAL TESTS HAVE BEEN PERFORMED AND THE SYSTEM IS ACCEPTABLE TO MDWASD.
15. LOCATOR TAPE AND WIRE SHALL BE INSTALLED ON ALL NEW WATER MAINS. TAPE WILL BE 3" WIDE AND COLOR CODED AND INSTALLED 12" ABOVE WATER MAIN. WIRE WILL BE 14 STRAND AND COLOR CODED.
16. R.P.M.'S TO BE INSTALLED PRIOR TO C/O AT CENTER OF NEAREST DRIVE AISLE ADJACENT TO ALL HYDRANTS (BLUE). FOR HYDRANTS AT CORNERS, TWO (2) R.P.M.'S SHALL BE INSTALLED, ONE AT EACH ROADWAY.
17. WATER DISTRIBUITION SYSTEM MATERIAL:
   A. THE WATER MAIN SHALL BE DUCTILE IRON PIPE (DIP).
   B. WHERE DUCTILE IRON PIPE (DIP) IS REQUIRED IT SHALL BE 60-42-10, CLASS 50 WALL THICKNESS WITH INTERIOR CEMENT LINING AND EXTERIOR COAL TAR COATING CONFORMING TO ANSI/AWWA C151/A21.51-LATEST REVISION.
   C. PIPE JOINTS SHALL BE MECHANICAL, CONFORMING TO AWWA C-111-00.
   D. ALL GASKETS SHALL BE NEOPRENE. WHERE REQUIRED POLYETHYLENE WRAP SHALL BE INSTALLED.
18. GRAVITY SEWAGE COLLECTION SYSTEM MATERIAL:
   A. ALL SEWER PIPE AND FITTINGS SHALL BE NON-PRESSURE POLYVINYL CHLORIDE PIPE (PVC) CONFORMING TO ASTM D 3034, SRD 35, WITH PUSH-ON RUBBER GASKET JOINTS.
   B. ALL FITTINGS AND ACCESSORIES SHALL BE AS MANUFACTURED OR SUPPLIED BY THE PIPE MANUFACTURER OR EQUAL.
   C. WHERE DIP IS REQUIRED, IT SHALL BE 60-42-10 CLASS 50 WALL THICKNESS WITH INTERIOR POLY LINING AND EXTERIOR COAT FOR COATING CONFORMING TO ANSI/AWWA C151/A21.51-91.

   MANHOLES
   A. MANHOLES SHALL BE PRECAST PER ASTM C 478 WITH 4000 PSI CONCRETE AND GRADE 40 STEEL.
19. TESTING:
   A. PRIOR TO ANY PHYSICAL CONNECTIONS TO EXISTING WATER MAIN SYSTEM, THE COMPLETE WATER SYSTEM SHALL BE PRESSURE TESTED AND DISINFECTED. HYDROSTATIC TESTING OF NEW MAINS SHALL BE PERFORMED AT A MINIMUM STARTING PRESSURE OF 150 PSI FOR TWO HOURS IN ACCORDANCE WITH ANSI/AWWA C600-05 OR LATEST REVISION. PRESSURE TEST SHALL NOT VARY MORE THAN 5 PSI DURING THE TEST, OTHERWISE, TEST SHALL BE CONSIDERED UNSATISFACTORY.
   B. THE PRESSURE TEST SHALL BE WITNESSED BY A REPRESENTATIVE OF THE CITY OF NORTH MIAMI BEACH WATER UTILITIES DEPARTMENT AND MIAMI-DADE WATER AND SEWER DEPARTMENT AND THE ENGINEER OF RECORD.
   C. BEFORE ACCEPTANCE FOR OPERATION, THE WATER SYSTEM SHALL BE DISINFECTED IN ACCORDANCE WITH THE ANSI/AWWA C651-05 OR LATEST REVISION.
   D. ALL NEW WATER MAINS SHALL BE PIGGED PRIOR TO DISINFECTION.
   E. METER CONNECTIONS SHALL BE MADE TO NEW LINES ONLY AFTER TWO CONSECUTIVE DAYS OF BACTERIOLOGICAL SAMPLES HAVE PASSED, AND COPIES OF RESULTS HAVE BEEN PROVIDED TO THE ENGINEER OF RECORD, CITY OF NORTH MIAMI BEACH AND MIAMI-DADE COUNTY HEALTH DEPT.



GRAPHIC SCALE IN FEET
0 10 20 40

LEGEND

- PROPERTY LINE/RIGHT-OF-WAY
- CENTER LINE OF ROAD
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R1-1 STOP (1)

R5-1 DO NOT ENTER (3)

NOTES

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   B. FOLLOW MANUFACTURES RECOMMENDED APPLICATION RATE, WITHOUT THE ADDITION OF A THINNER, WITH A MAXIMUM OF 100 SF PER GALLON, OR AS REQUIRED, PROVIDING MINIMUM 25 MILS WET FILM THICKNESS AND 7.5 MILES DRY FILM THICKNESS PER COAT WITH MINIMUM OF 30 DAYS BETWEEN APPLICATIONS.
   C. SECOND COAT OF PAINT SHALL NOT BE APPLIED EARLIER THAN 7 DAYS PRIOR TO GRAND OPENING.
   D. PAINT SHALL BE CRISP, STRAIGHT, AND APPLIED UNIFORMLY ACROSS THE WIDTH OF THE LINE FOR A TOTAL DRY FILM THICKNESS OF 15 MILS.
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George Balaban

Digitally signed by George Balaban
Date: 2025.04.30 14:15:07 -04'00'

GEORGE BALABAN, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 74543

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WWW.KIMLEY-HORN.COM REGISTRY No. 696

GEORGE BALABAN ★ LICENSE ★ No 74543 ★ STATE OF FLORIDA ★ PROFESSIONAL ENGINEER

KHA PROJECT	143302002
DATE	FEB 2025
SCALE	AS SHOWN
DESIGNED BY	AB
DRAWN BY	AB
CHECKED BY	GB

PAVEMENT MARKING & SIGNAGE PLAN

ARCH CREEK
PREPARED FOR
ARCH CREEK EQUITIES, LLC
CITY OF NORTH MIAMI BEACH FL

SHEET NUMBER
C2.00

Plotted By:Bolgelman, Alex Sheet Set:ARCH CREEK Layout:C2.00 PAVEMENT MARKING & SIGNAGE PLAN April 28, 2025 03:07:49pm K:\Ntl_sou\143_Jobs\143302002 arch equities sp entitlement\Design\CADD\plansheets\C2.00 PAVEMENT MARKING & SIGNAGE PLAN.dwg
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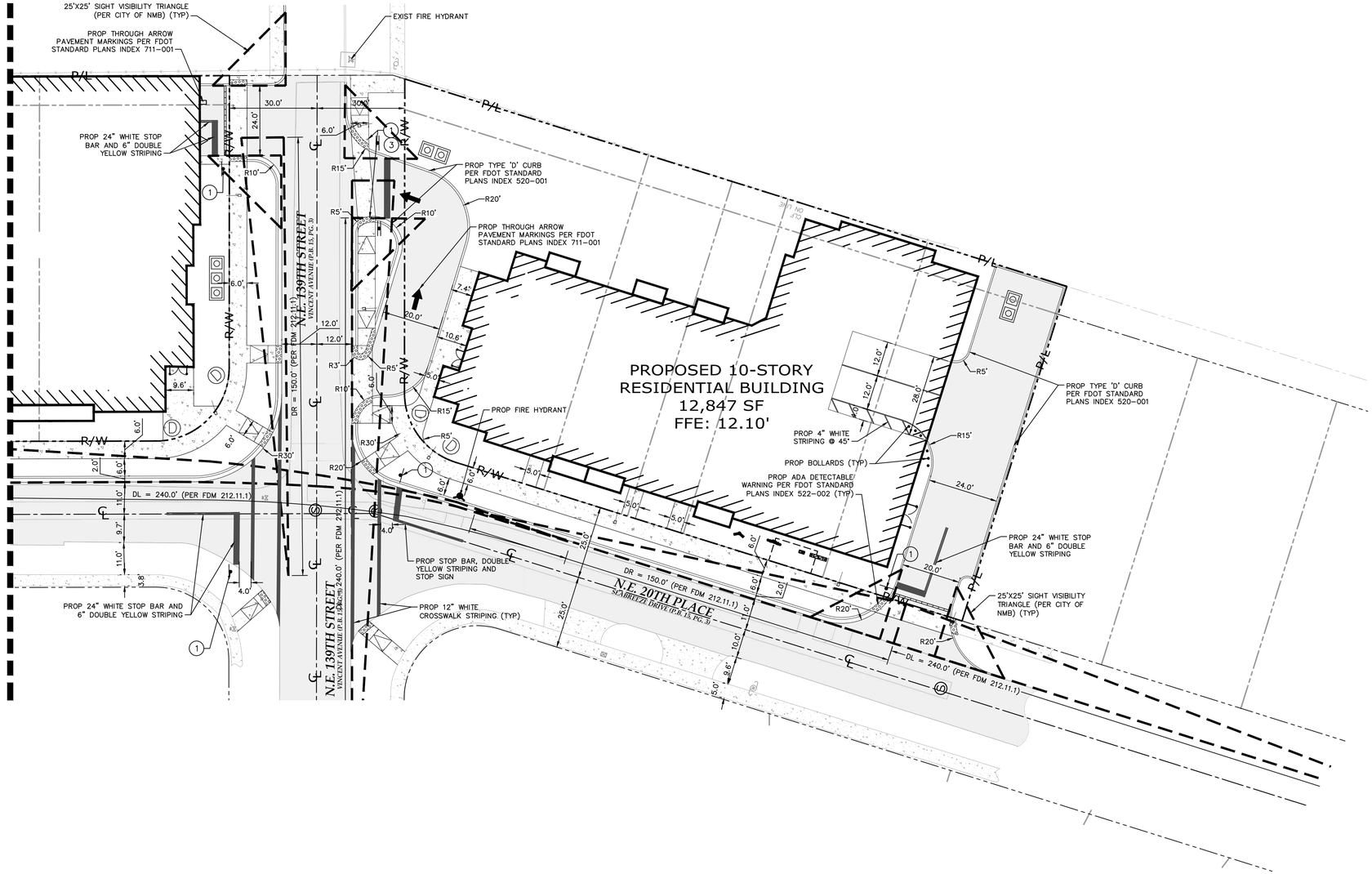

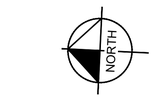

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George Balaban
Digitally signed by George Balaban
Date: 2025.04.30 14:15:28 -04'00'

GEORGE BALABAN, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 74543

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PAVEMENT MARKING & SIGNAGE PLAN

ARCH CREEK
PREPARED FOR
ARCH CREEK EQUITIES, LLC
CITY OF NORTH MIAMI BEACH FL

SHEET NUMBER
C2.01

Plotted By:Bergsman, Alex Street Set:ARCH CREEK Layout:C2.01 PAVEMENT MARKING & SIGNAGE PLAN April 28, 2025 03:07:43pm K:\Mia_civil\143302002 arch equities sp entitlement\Design\CADD\sheets\C2.00 PAVEMENT MARKING & SIGNAGE PLAN.dwg
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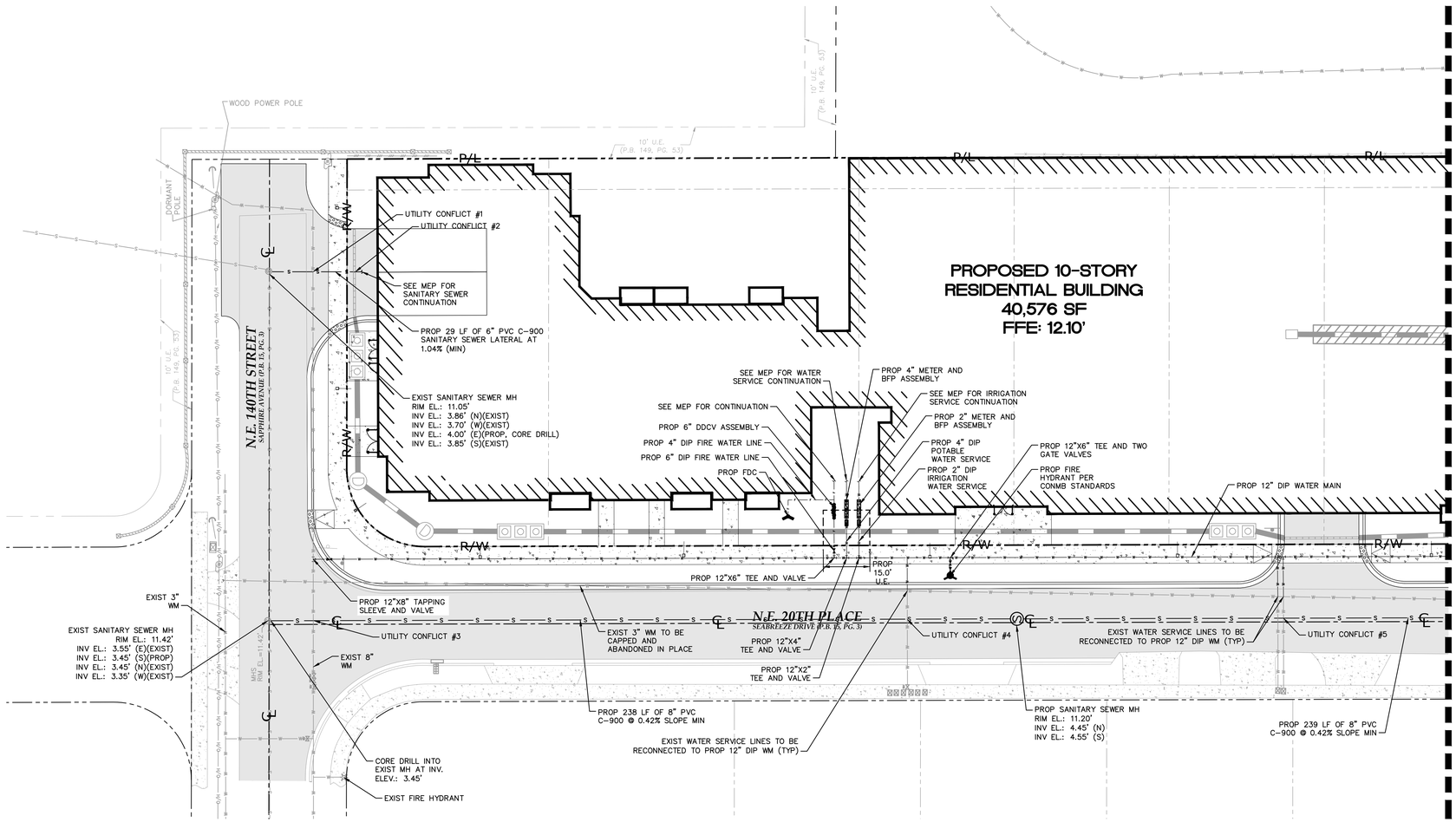

SEE SHEET C4.01 - WATER & SEWER PLAN FOR CONTINUATION

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

LEGEND

- PROPERTY LINE/RIGHT-OF-WAY
- CENTER LINE OF ROAD
- PROP WATER SERVICE/MAIN
- EXIST WATER SERVICE/MAIN
- PROP SAN SEWER
- EXIST SAN SEWER
- EXIST OVERHEAD LINE
- PROP FIRE HYDRANT
- PROP FDC
- PROP TEE/BEND/VALVE
- EXIST SAN SEWER MANHOLE
- PROP LIGHT POLE

NOTES:

1. THE APPROXIMATE LOCATION OF EXISTING UTILITIES SHOWN ON THE PLANS WERE PROVIDED BY THE RESPECTIVE UTILITY COMPANIES. THE EXACT HORIZONTAL AND VERTICAL LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING IF "OTHER" UTILITIES (NOT SHOWN ON PLANS) EXIST WITHIN THE AREA OF CONSTRUCTION.
2. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES AND SERVICE CONNECTIONS PRIOR TO CONSTRUCTION.
3. PAVEMENT RESTORATION FOR ROADWAY INTERSECTIONS SHALL BE IN ACCORDANCE WITH CITY OF NORTH MIAMI BEACH, MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT STANDARD DETAIL R21.1, THE MIAMI DADE COUNTY PUBLIC WORKS MANUAL, AND FDOT STANDARDS FOR STATE ROADS.
4. ALL MODIFICATIONS, REMOVALS AND RELOCATIONS OF EXISTING UTILITIES SHALL BE COORDINATED WITH THE UTILITY OWNER PRIOR TO CONSTRUCTION.
5. MEP TO CONFIRM ALL SIZES OF PROPOSED SERVICES AND LATERALS.
6. EXISTING (UNUSED) WATER METER/BOX SERVICING THE SUBJECT PROPERTY ARE TO BE REMOVED AND SERVICE LINE TO BE CUT AND PLUGGED AT MAIN BY CITY OF NORTH MIAMI BEACH FORCES AT OWNER'S EXPENSE. SERVICE LINE WITHIN THE RIGHT-OF-WAY TO BE ABANDONED IN PLACE.
6. ALL SEWER LATERALS SHALL BE PVC C-900 DR-18 UNLESS OTHERWISE NOTED.
7. FOR CONNECTIONS TO EXISTING V.C.P. SAN., THE CONTRACTOR SHALL TELEVISE THE V.C.P. PIPE BEFORE AND AFTER INSTALLATION AND PROVIDE COPIES OF THE VIDEO TO THE ENGINEER OF RECORD.
8. INACTIVE EXISTING SANITARY LATERALS SHALL BE CUT AND CAPPED AT THE MAIN BY THE CONTRACTOR.
9. FOR ALL PROJECTS WHERE REMOVAL OF UTILITY LINES IS PROPOSED:
   - 9.1. ALL EXISTING UTILITIES BEING REMOVED AND/OR RELOCATED MUST REMAIN ACTIVE AND IN SERVICE, UNTIL SUCH TIME WHEN NEW REPLACING UTILITIES HAVE BEEN INSTALLED, IN SERVICE, ACCEPTED BY THE CITY AND ALL RELATED SERVICES FROM THE EXISTING MAINS HAVE BEEN TRANSFERRED TO THE NEW ONES,
   - 9.2. ALL WATER AND/OR SEWER FACILITIES LOCATED IN PRIVATE PROPERTY SHALL BE REMOVED AFTER ALL INSTALLED SERVICES FROM THEM HAVE BEEN TRANSFERRED TO THE ALREADY INSTALLED AND IN SERVICE NEW MAINS. ANY ASSOCIATED EXCLUSIVE EASEMENTS SHALL BE CLOSED AND RELEASED AFTER THE REMOVAL OF THE EXISTING WATER AND/OR SEWER FACILITIES.
10. SUBJECT SITE IS WITHIN A SALTWATER INTRUSION AREA. ALL PROPOSED DIP AND FITTINGS TO BE ZINC COATED AND POLYETHYLENE ENCASED PER MD-WASD DETAIL A 9.0.
11. ALL ELEVATIONS DEPICTED ARE NGVD 1929.

WATER MAIN AND SERVICES TO BE CONSTRUCTED UTILIZING CITY OF NORTH MIAMI BEACH STANDARDS AND DETAILS. SEE SEPARATE SUBMITTAL TO THE CITY OF NORTH MIAMI BEACH UTILITY COMPANY.

NOTE:
ALL EXIST. MAINS BEING IMPACTED BY THIS PROJECT AND ALL PROP. WATER/SEWER FORCE MAIN FITTINGS SHALL BE RESTRAINED PER GS 2.0

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE AND OBTAINING ALL NECESSARY PERMITS.

ALL ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON THE NGVD29 DATUM.

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George Balaban
Digitally signed by George Balaban
Date: 2025.04.30 14:15:47 -04'00'

GEORGE BALABAN, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 74543

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY GEORGE BALABAN, P.E. ON THE DATE INDICATED HERE.

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No.	REVISIONS	DATE	BY

Kimley»Horn
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8201 PETERS ROAD, SUITE 2200, PLANTATION, FL 33324
PHONE: 954-535-5100 FAX: 954-739-2247
WWW.KIMLEY-HORN.COM REGISTRY No. 696

GEORGE BALABAN * LICENSE * No 74543 * STATE OF FLORIDA * PROFESSIONAL ENGINEER

KHA PROJECT	143302002
DATE	FEB 2025
SCALE	AS SHOWN
DESIGNED BY	AB
DRAWN BY	AB
CHECKED BY	GB

WATER & SEWER PLAN

ARCH CREEK
PREPARED FOR
ARCH CREEK EQUITIES, LLC
CITY OF NORTH MIAMI BEACH FL

SHEET NUMBER
C4.00

Plotted By:Benjamin, Alex Sheet Set:ARCH CREEK Layout:C4.00 WATER & SEWER PLAN April 28, 2025 03:07:58pm K:\fll_civil\143 jobs\143302002 arch equities sp entitlement\Design\CADD\plansheets\C4.00 WATER & SEWER PLAN.dwg
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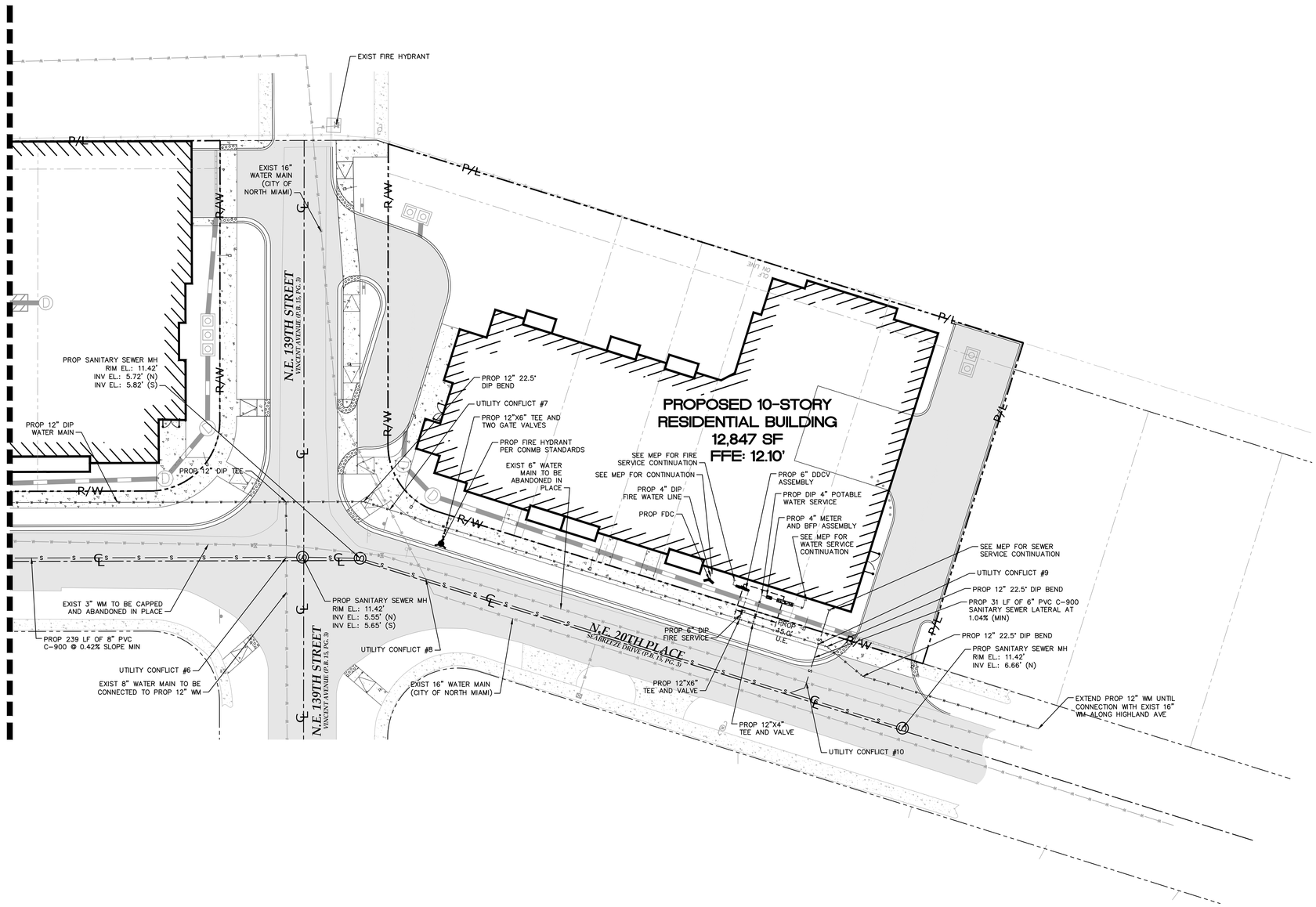

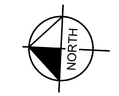

GRAPHIC SCALE IN FEET
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LEGEND

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GEORGE BALABAN
No 74543
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DATE:

KHA PROJECT	143302002
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SCALE	AS SHOWN
DESIGNED BY	AB
DRAWN BY	AB
CHECKED BY	GB

WATER & SEWER PLAN

ARCH CREEK

PREPARED FOR

ARCH CREEK EQUITIES, LLC

CITY OF NORTH MIAMI BEACH FL

SHEET NUMBER
C4.01

Plotted By:Bezelmon, Alex Sheet Set:ARCH CREEK Layout:C4.01 WATER & SEWER PLAN April 28, 2025 03:08:00pm K:\tle_civil\143 Jobs\143302002 arch equities sp entitlement\Design\CAD\plansheets\C4.00 WATER & SEWER PLAN.dwg
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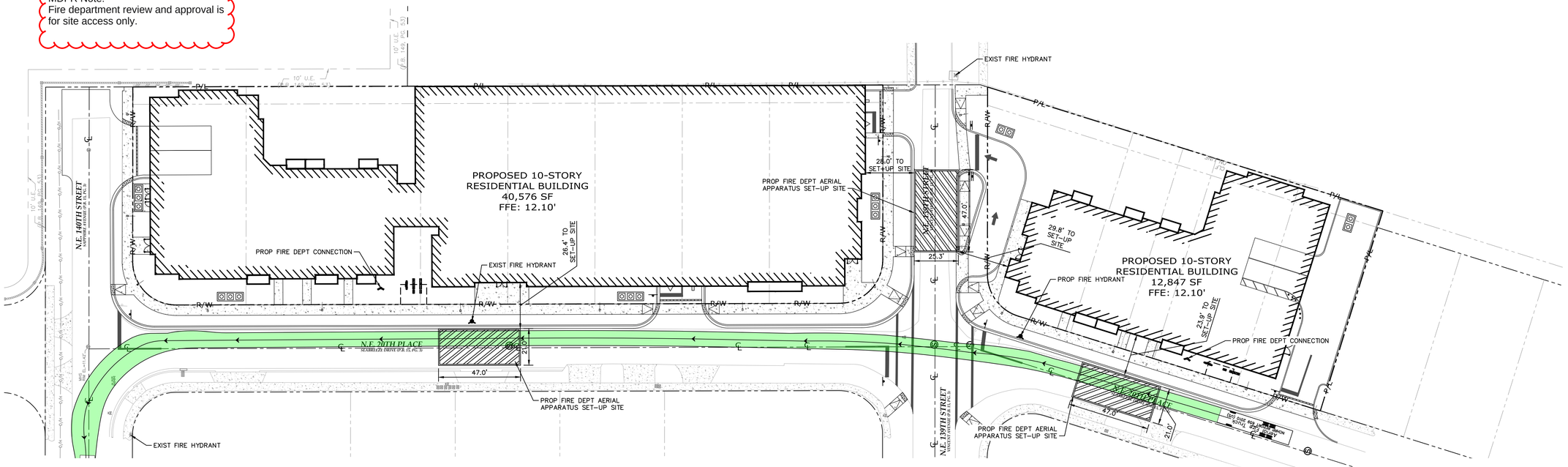
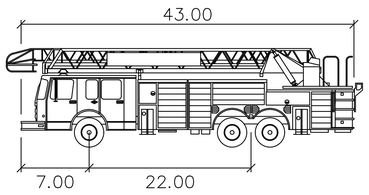
MDFR Note:
Fire department review and approval is for site access only.





Aerial Fire Truck

	feet
Width	: 8.50
Track	: 8.50
Lock to Lock Time	: 6.0
Steering Angle	: 33.3

GRAPHIC SCALE IN FEET
0 15 30 60

NORTH

George Balaban

Digitally signed by George Balaban
Date: 2025.05.08 02:15:00 -04'00'

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GEORGE BALABAN LICENSE No 74543 STATE OF FLORIDA PROFESSIONAL ENGINEER

KHA PROJECT	143302002
DATE	FEB 2025
SCALE	AS SHOWN
DESIGNED BY	AB
DRAWN BY	AB
CHECKED BY	GB

FIRE TRUCK MANEUVERABILITY PLAN

ARCH CREEK
PREPARED FOR
ARCH CREEK EQUITIES, LLC

CITY OF NORTH MIAMI BEACH FL

SHEET NUMBER
C5.00

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Sheet Set:ARCH CREEK Layout:C5.00 FIRE TRUCK MANEUVERABILITY PLAN
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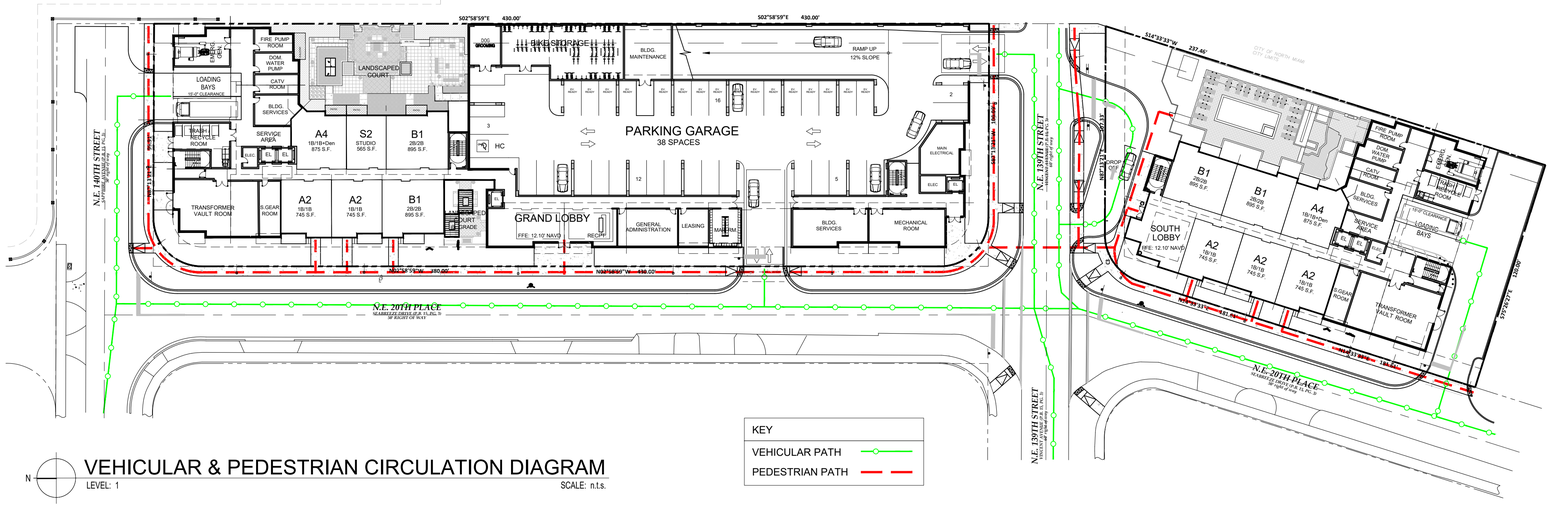
MIAMI-DADE COUNTY

DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES

http://www.miamidade.gov/building/home.asp

5/8/2025 2:29:10 PM

Contact Name:	Mercy Arce
Contact Email:	MERCY.ARCE@HKLAW.COM
Tracking Number:	0725013210
Reviews to rework:	FIRE
Comments:	



KEY

- VEHICULAR PATH
- PEDESTRIAN PATH

N

VEHICULAR & PEDESTRIAN CIRCULATION DIAGRAM

LEVEL: 1 SCALE: n.t.s.

SITE PLAN DATA
CURRENT USE AND INTENSITY R3 SINGLE FAMILY HOMES
ZONING TYPOLOGY MU/C FLEX
LAND USE MU/C MIXED USE CORRIDOR
BUILDING LENGTH / FRONTAGE REQUIRED 90% PROVIDED: 796'/854' = 93%
BUILDING HEIGHT 10 LEVELS 121' - 8"
LOT STANDARDS: SETBACKS NORTH TOWER SOUTH TOWER - NORTH FRONTAGE 10'-0" NORTH FRONTAGE 10'-0" - REAR 0'-0" REAR 1'-10" - SOUTH FRONTAGE 10'-0" INTERIOR SIDE 30'-0" - WEST FRONTAGE 10'-0" WEST FRONTAGE 10'-0"
FINISHED FLOOR ELEVATIONS (F.F.E. 12.10') NAVD
UNITS TOTAL : 293
COMMERCIAL SQUARE FOOTAGE: 0
LOT COVERAGE: 67.6%
PERVIOUS & IMPERVIOUS CALCULATION REQUIRED: PERVIOUS MIN 10% PROVIDED: 18,300 SF / 79,666 SF = 22.9% REQUIRED: IMPERVIOUS MAX 90% PROVIDED: 61,366 SF / 79,666 SF = 77%
COMMON OPEN SPACE REQUIRED: 10% MINIMUM PROVIDED: 28,100 SF / 79,666 = 35%
OFF STREET PARKING SPACES: 410 ADA:9 LOADING:4 (INCLUDES 16 EV READY)
PARKING DATA: REQUIRED: 293 UNITS X 1.0 = 293 SPACES GUEST 319/20 = 15 SPACES TOTAL 308 SPACES PROVIDED: LEVEL 1 38 SPACES LEVEL 2-8 48 x 7L = 336 SPACES LEVEL 9 45 SPACES TOTAL 419 SPACES 1.43 CARS/UNIT
BICYCLE RACKS AND STORAGE REQUIRED: 308/15 = 21 PROVIDED: 107

UNIT BREAKDOWN:

UNIT TYPE	S.F.	1st	2nd-9th	10th	TOTAL UNITS	NET SALEABLE
UNIT S1 (STUDIO)	550	-	1Ux8L=8	-	8	4,440 SF
UNIT S2 (STUDIO)	565	1	1Ux8L=8	1	10	5,650 SF
UNIT S3 (STUDIO)	595	-	1Ux8L=8	-	8	4,760 SF
UNIT A1 (1BD/1BA)	695	-	2Ux8L=16	2	18	12,510 SF
UNIT A2 (1BD/1BA)	745	5	9Ux8L=72	9	86	64,070 SF
UNIT A3 (1BD/1BA)	765	-	5Ux8L=40	-	40	30,600 SF
UNIT A4 (1BD/1BA+Den)	875	2	2Ux8L=16	2	20	17,500 SF
UNIT B1 (2BD/2BA)	890	4	5Ux8L=40	5	49	43,610 SF
UNIT B2 (2BD/2BA)	960	-	6Ux8L=48	6	54	51,840 SF
TOTAL	-	12	256	25	293	234,980 SF

UNIT MIX:

STUDIO	1B/1B	1B/1B+Den	2B/2B	TOTAL
26	144	20	103	293
8.9%	49.1%	6.8%	35.2%	100%

UNIT SIZE	
MINIMUM ALLOWED: 550 SF	MINIMUM PROVIDED: 550 SF
MINIMUM CUMULATIVE AVERAGE ALLOWED: 800 SF	MINIMUM CUMULATIVE AVERAGE PROVIDED: 800 SF

LOT WIDTH	MIN=75'	MAX=200'	PROVIDED NORTH=125'	SOUTH=120'
LOT DEPTH	MIN=130'	MAX= N/A	PROVIDED NORTH=430'	SOUTH=237.46'

LOCATION MAP

NOTE

-MECHANICAL EQUIPMENT BACKFLOW PREVENTERS, TELEVISION ANTENNAS SATELLITES DISHES, COMMUNICATION DEVICES AND SIMILAR SYSTEMS AND SERVICE AREAS SHALL NOT BE VISIBLE FROM PUBLIC SIDEWALK AND SHALL BE LOCATED TO THE REAR OF A BUILDING OR AN ALLEY WHERE FEASIBLE.

-UTILITY CONNECTIONS AND SERVICE BOXES SHALL NOT BE VISIBLE FROM ANY STREETS

N

SITE PLAN

LEVEL: 1 SCALE: n.t.s.

COHEN • FREEDMAN • ENCINOSA & ASSOC.
Architects, PA AA C000779
8085 N.W. 155th Street Miami Lakes, Florida 33016
305 826 3999

Project name:
ARCH CREEK
NE 20th Pl, North Miami Beach, FL 33181

Digitally signed by Sandy Lee Peaceman
Date: 2025.04.02 15:05:09-04'00'

SANDY L. PEACEMAN
STATE OF FLORIDA
REGISTERED ARCHITECT
AR# 0016169

ARTURO L. ROBINSON
STATE OF FLORIDA
REGISTERED ARCHITECT
AR# 0012225

No.	Description	Date

Drawn by: CFE

Date: 06.30.23

Sheet no: **SP.1**

Project: 3810

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SP.1.pdf

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:	Hamid Nikvan, NMB Water Director
VIA:	Mario A. Diaz, City Manager
DATE:	July 15, 2025

RE: Ordinance No. 2025-02 (Second Reading) Code Amendment to Allow For Only Property Owners to Open Water and Sewer Accounts and Establish Recurring Minimum Charges (Hamid Nikvan, NMB Water Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Ordinance
- Other Cities Codes
- Miami Beach_Sample
- Miami Beach_Add Tenant Sample
- Second Reading Memo

Memo

ORDINANCE NO. 2025-XX

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH (NMB), AMENDING CHAPTER XIX, ENTITLED "WATER AND SEWERS" OF THE CITY CODE OF ORDINANCES, SPECIFICALLY AMENDING SECTION 19-4 ENTITLED "WATER AND SEWER DEPOSITS", SECTION 19-9 ENTITLED "DEFINITIONS", SECTION 19-10.1 ENTITLED "APPLICATION, TERM; CHANGE OF OWNERSHIP; TURN-ON REQUESTS", SECTION 19-11.3 ENTITLED "CONSUMER RATES-METERED", SECTION 19-16 ENTITLED "TURN-ON AND SHUT-OFF; CURB COCK TO BE USED BY CITY", SECTION 19-17 ENTITLED "LEAKS AND WASTE", SECTION 19-20 ENTITLED "MISCELLANEOUS PROVISIONS", SECTION 19-31 ENTITLED "RATES AND CHARGES"; PROVIDING FOR PROPERTY OWNER WATER ACCOUNTS AND BILLING CONTINUITY; PROVIDING FOR CONFLICTS, SEVERABILITY, AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach ("City") operates and maintains water and sewer utility systems that serve the residents of the City and surrounding communities; and

WHEREAS, the City desires to update its water and sewer regulations to enhance services and to maximize the effective operation and maintenance of the water and sewer utility systems in a cost-efficient manner by adopting best management practices.

WHEREAS, the legislative body of a municipality is authorized to administer such utility, and may establish just and equitable regulations; and

WHEREAS, the City desires to require that all water and sewer accounts be opened and billed in the name of the property owner where currently, Chapter XVIII Solid Waste Management and Chapter XX Stormwater of the City Code already require billing the property owner for City of North Miami Beach properties; and

WHEREAS, the City desires to combine all utilities on one bill to the property owner for simultaneous billing, payment, and collections for efficiency and responsibility of the owner and to eliminate delinquencies caused by tenants and the burden this has placed on the citizens of the City; and

WHEREAS, the City desires to guarantee that all properties have continuous billing from owner to owner of minimum charges for the costs of service availability; and

WHEREAS, the City Commission finds that the revisions to Chapter XIX of the City's Code of Ordinances, as detailed below, are in the best interests of the citizens and residents of the City; and

WHEREAS, the City Commission deems it to be in the public interest to adopt this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Commission of the City of North Miami Beach, Florida, as follows:

Section 1. The foregoing findings and recitals are true and correct and incorporated herein by reference.

Section 2. Chapter XIX, "Water and Sewers," of the Code of Ordinances of the City of North Miami Beach is hereby amended by adding the following underlined language and deleting the following stricken language:

* * *

- **19-4 - WATER AND SEWER DEPOSITS.**

* * *

~~For residential accounts established by tenant, rather than owner, the required deposit shall be twice the amount indicated.~~

* * *

- **19-9 - DEFINITIONS.**

As used in this article:

* * *

Owner shall mean the person, firm, corporation, or association~~, occupant or tenant~~ having an interest whether legal or equitable, sole or only partial, in any premise which is or is about to be supplied with water by the City and the word "owners" means all interested.

* * *

19-10.1 Application, Term; Change of Ownership; Turn-on Requests.

a. All applications for water supply service must be made at the customer service office at the City Hall on a blank form prepared by the City for that purpose.

1. All new applications for water service with the city, and accounts established thereof, shall be in the name of the owner of the property. Only the owner of the property seeking service shall be permitted to establish an account. The property owner must provide the proper personal identification (driver's license or state identification card) that matches the proof of ownership of the property at which service is desired.
2. Any name changes made to an existing water account and any new connections shall be established in the name of the property owner.
3. If water service is suspended by any means and the water account is not in the name of the owner of the property, the water service shall only be reestablished if the property owner applies for water service pursuant to this chapter.
4. Any existing account established in a tenant(s) name that becomes delinquent for more than 60 days will be terminated and water service shall only be reestablished in the name of the property owner.
5. Where there is a separate solid waste and/or stormwater bill in the property owner's name which becomes delinquent for more than 60 days the water account whether delinquent or current will be terminated and reestablished combined with the solid waste and stormwater bill so that the property owner will be required to bring all utility charges current in order to be provided with water, sewer (where available), solid waste, and stormwater service.
6. The original property owner shall remain as the account customer of record until a legal document is presented to the city showing proof of transfer of ownership to a new owner, which contains the date of the transfer, name of the new owner, and contact information. Once the legal document is presented, the new owner may apply for water service pursuant to this chapter.

* * *

f. When application for water supply service is made, the service together with the charges and rates therefor shall begin on the date of the completion of the service connection by the City unless the owner shall state in writing in the application that the service connection shall be shut off immediately upon its installation, in which event the connection shall then be shut off and shall thereafter be turned on by the City only upon the written request of the owner, in which event the charges and rates for water supply service shall commence on the date of such turn-on, except for the minimum charges which commence with completion of the service connection by the City, in accordance with these rules and regulations in every respect as though such turn-on request had been an original application. However, in a case hereinabove provided, where there shall have been a change in ownership prior to a turn-on of the service connection, the new owner shall sign the application for water supply upon the regular form.

* * *

19-11.3 Consumer Rates—Metered.

a. There shall be a minimum charge, based on the size of the meter, the customer class, and the billing frequency which is billed to each customer account regardless of whether the metered service is on or in an off status and regardless of whether any water is being consumed.

The following minimum charge rates for metered water apply to retail customers of the utility for the fiscal years 2020, 2021, 2022, 2023, and 2024:

* * *

- **19-16 - TURN-ON AND SHUT-OFF; CURB COCK TO BE USED BY CITY.**

* * *

i. Whenever the City is required to shut off water service at the main due to the customer restoring service once discontinued, the owner ~~or tenant~~ shall be required to pay all costs and charges including labor and materials in both shutting off and turning on the water at the main prior to restoration of service.

* * *

- **19-17 - LEAKS AND WASTE.**

* * *

c. Whenever the water supply to and for any premises has been shut off because of leaks or waste as in this section provided, the same shall not be turned on again until all causes for shut-off shall have been remedied or removed, and satisfactory assurance shall have been given by the owner~~,~~ or his agent ~~or tenant~~, to the City, that the condition causing the shut-off will not again exist,

* * *

- **19-20 - MISCELLANEOUS PROVISIONS.**

* * *

~~b. *Tenant Deemed Agent.* The tenant in or upon any premises of any owner shall at all times and for all purposes connected with or arising from the City water supply service to and for such premises, except the making of the original application for water supply service pipe and contract, be taken and construed to be the properly constituted agent of the owner.~~

~~c~~b. *Service of Notices.* Any notices, as prescribed herein, shall be deemed to have been properly served if left upon the premises of the owner or if mailed to the owner, directed to, or left at his address as shown on records of the City. All notices of a general character affecting or likely to affect more than one (1) owner, if required by these rules to be given, shall be deemed to have been properly given or served if advertised at least once in one (1) of the daily newspapers.

~~d~~c. *Amendments to Rates and Rules.* Each addition or modification, alteration or amendment to any of the rates or rules of the City shall be and become binding upon, and shall form a part of the contract with each owner, upon the expiration of thirty (30) days' notice thereof in writing, to each owner affected thereby unless and except any such addition, modification, alteration or amendment is by these rules and regulations provided to be and become otherwise effective and binding on such owner, or any or more thereof.

~~e~~d. *Rates and Rules Part of Contract.* All of the foregoing rates and rules shall be considered and taken to be a part of the contract, so far as the same may be applicable to the class of service covered by and included in such contract, with every owner or consumer who shall make application for the water supply service of the City or whose premises are furnished with, or are connected to the system of the City for such service, and every such owner shall be considered as having, and be taken and construed to have expressed his consent to be, bound thereby whenever application for such water supply service is made, or so long as the premises of any such owner are furnished with, or are connected to, the system of the City for such service.

* * *

- **19-31 - RATES AND CHARGES.**

The following rates and charges are hereby adopted for all customers of the wastewater service of North Miami Beach, Florida for fiscal year 2020 and 2021.

a. The following rates for wastewater collection and disposal, based on metered water shall apply to all retail customers:

<u>There shall be a minimum charge, based on the size of the meter, the customer class, and the billing frequency which is billed to each customer account regardless of whether the metered service is on or in an off status and regardless of whether any water is being consumed.</u>

* * *

<u>Section 3</u>. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

<u>Section 4.</u> If any section, subsection, clause or provision of this ordinance is held invalid the remainder shall not be affected by such invalidity.

Section 5. It is the intention of the City Commission of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or re-lettered to accomplish this intention and the word "Ordinance" may be changed to "Section", "Article" or other appropriate word as the codifier may deem fit.

Section 6. This Ordinance shall become effective immediately upon adoption.

APPROVED on first reading this **___ day of _____, 2025**

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 &
LANGUAGE & FOR EXECUTION

_____
JOSEPH GELLER
CITY ATTORNEY

SPONSORED BY: Mayor and City Commission

Bradenton

- **Sec. 70-38. - Application for water service.**

  Application for water services must be made by the owner or agent of the property to the utility department, stating the street number where such services are desired and the purposes for which they are required.

  ### Sec. 70-93. - Application for services.

  (e)

  Signatures required. Applications must be signed by the owner of the premises or his duly authorized agent and signed by the director or the city administrator or designee and showing payment to him of the physical connection charges, impact fees and deposits provided for in this article prior to the initiation of the services.

Coral Springs

- # Chapter 22 - WATER

- ## Sec. 2203. - Applications for water.

  (a) Applications for water service shall be made at water billing, financial services department on appropriate forms furnished for that purpose and same must be signed by the owner of the property or the owner of the property's authorized agent.

  (b) All applications for water service with the city, and accounts established thereof, shall be in the name of the owner of the property.

  (c) On or after August 5, 2021, if water service is suspended by any means and the water account is not in the name of the owner of the property, the water service shall only be reestablished if the owner of the property applies for water service pursuant to this section.

  (d) Owners of property that receive water service by the city shall cause their water account to be placed in their name no later than August 5, 2022.

- ## Sec. 2211. - Water deposits.

  (a) The city, through water billing, financial services department, shall collect a service deposit from the owner of property or the owner of the property's authorized agent securing water connection with the city's water system, which shall include any services as well as turn-ons of old connections.

Davie

Chapter 25 - UTILITIES

ARTICLE III. - WATER AND SEWER

- ### Sec. 25-30. - Town water and sewer accounts.

(a) Only the owner of the property seeking service shall be allowed to create a town utility account.

(b) Any name changes made to an existing town utility account and any new connections or accounts being opened after this section is adopted shall be placed in the name of the property owner. Any new landlord tenant lease or the renewal of a landlord tenant lease, after the adoption of this section, shall have the property owner become the town utility account holder. The property owner shall notify the town budget and finance department, utility division of the renewal or change in lease, within seven (7) business days.

(c) Three (3) years from the passage of this section, any town utility account that is not in the name of the property owner shall be transferred to the property owner. The town budget and finance department, utility division shall begin the transfer three (3) years from the passage of this section and shall complete the transfer within a reasonable amount of time. The property owner shall not be liable for the outstanding tenant balance upon transfer.

(d) The property owner shall remain as the account customer of record until an executed legal document showing proof of transfer of ownership to a new owner, which includes the new owners billing and contact information is presented. Once the legal document is presented, the account can be established in the new owner or owners' names.

(e) Upon transferring or creation of a town utility account, the property owner shall not have to pay a deposit.

(Ord. No. 2018-007, § 2(Exh. A), 3-21-18)

Hallandale Beach

- # Chapter 30 - UTILITIES

- **Sec. 30-5. - Applications for services; water meter required; change of ownership; new and expanded properties; water and wastewater impact and AGRC fees.**

(a) *Applications for services.*

(1) Before any person shall be entitled to city utility services, they must execute and sign a written application with the city and pay a security deposit in the amount established by resolution.

(2) Water, sewer, stormwater, and solid waste accounts shall be established in the name of the property owner.

(3) Any existing account established in a tenant(s) name upon the effective date of this chapter shall be reestablished in the name of the property owner by January 1, 2016.

(4) Charges for utility services shall be rendered to the utility customer on one bill provided that the charges shall be listed separately thereon, and provided further that no customer shall pay the charges for any thereof without simultaneously paying the charges for all the others thereof.

- **Sec. 30-10. - Delinquent accounts; disconnection and reconnection charges; meter removal.**

(b) *Sixty-day delinquent owner accounts.* If any utility bill is not paid within 60 days from the original bill date, all services shall be subject to:

(1) Meter removal (if tampering occurs);

(2) Base/usage charges will continue to accrue and billed monthly.

(c) *Sixty-day delinquent tenant accounts.* If any utility bill is not paid within 60 days from the original bill date, all services shall be subject to:

(1) Meter removal (if tampering occurs);

(2) Account finalized;

(3) Deposit applied to final bill.

(d) Reconnection of services. Customer must pay delinquent bill in addition to any disconnection/reconnection fee in full by 5:00 p.m. in order to have service restored same day. Payments received after 5:00 p.m. will be restored the next business day. Any 60-day delinquent accounts finalized shall be established in the name of the property owner for reconnection of services, and a new deposit charged, pursuant to section 30-5.

(e) Base/availability charges shall apply after disconnection. If water services have been disconnected at any time after the first day of the next billing period, monthly base charges and any usage for that month shall apply.

(Ord. No. 2014-22, § 2, 8-20-2014)

Jupiter

- **ARTICLE III. - WATER SERVICE**
- **Sec. 20-56. - Definitions.**

Property owner means the individual, association or corporation listed in the tax roll of the county where the property is situated at the time of all determination by the town.

(Ord. No. 12-97, § 20-63, 5-6-1997)

- **Sec. 20-58. - Application for water service and deposits required.**

(a) Proof of applicant identity; deposit not a guarantee.

(1) An application for water service may only be made by the legal owner of the property seeking water service (hereinafter referred to as the "consumer"). Before any consumer receives water service from the town, the consumer shall submit an application to the town on a form created by the town for such purpose. The application shall be submitted together with a financial deposit for each meter the consumer wants to be supplied with water. The deposit shall serve as a guarantee to the town for payment of charges for water utility services provided to the consumer based on the applicable rates, fees and charges.

- **Sec. 20-59. - Application by agents.**

Customer deposits for water service requested by firms, partnerships, associations, corporations and others shall be tendered only by duly authorized parties. When water service is rendered under agreement entered into between the town and an agent of the principal, the use of such water service by the principal shall constitute full and complete ratification by the principal of the agreement entered into between the agent and the town and under which such water service is rendered.

Lauderhill

- **Chapter 21 - WATER AND SEWER SERVICE**
- **Sec. 21-46. - Rules and regulations.**

- *Water/sewer service.* To obtain service, an application, if required, should be made at the office of the department. Applications are accepted by the department with the understanding that there is no obligation on the part of the department to render service other than that which is then available from its existing water production and distribution equipment and service lines or its sewage treatment or collection system.

- The applicant shall furnish to the department the correct name, street address and lot and block number at which service is to be rendered.

- *Service supplied only to owners.* Utility service shall be provided to property owners, and not to tenants. Acceptance of utility service by owners or tenants shall constitute an agreement by the owner to pay for the service.

  Change of ownership. When a change of ownership of a property supplied with water and sewer service shall occur, it shall be the obligation of the parties to the transaction to determine each party's obligation for its portion of fees and costs incurred by this section.

Miami Beach

- **Sec. 110-1. - Responsibility of owner of premises.**

  Every owner will be held fully responsible and liable by and to the city for all that is done or omitted on, in or about any premises in connection with the city water, sewer or stormwater utility service by any agent or tenant or other persons not in the employ of the public works department, who may gain access thereto.

- **Sec. 110-2. - Tenant as agent of owner.**

  The tenant in or upon any premises of any owner shall at all times and for all purpose connected with or arising from the water supply, sewer and/or stormwater utility services to and for such premises, except the making of the original application for water supply service pipe and contract, be taken and construed to be the properly constituted agent of the owner.

- **Sec. 110-36. - Application and contract.**

  (a) All applications for water supply service shall be made at and approved by the public works department on a blank prepared for that purpose.

  (b) The owners of the premises proposed to be connected for water supply service or their agents duly authorized in writing shall sign the application for service pipe and water supply, except as hereinafter provided.

  (c) Such application shall become a binding contract upon both the owner and the city when the service connection for water supply service applied for has been installed and completed.

  (e) In the event of any change in ownership or occupancy of any premises connected to the system, the public works department shall be immediately notified in writing

of such change, giving in such notice the name and address of the new owner or occupant.

Naples

- **Sec. 30-11. - Application for service, billing procedure, regulations.**

(a) *Application for service.*

(3) Utility service is furnished only upon signed application of the property owner, accepted by the city, and the conditions of such application or agreement are binding upon the property owner as well as the city.

(5) Applications for service requested by firms, partnerships, associations, corporations and others shall be tendered only by duly authorized individuals. When service is rendered under agreement or agreements entered into between the city and an agent of the property owner, the use of such service by the property owner shall constitute full and complete ratification by the property owner of the agreement or agreements entered into between agent and the city under which such service is rendered. A tenant of property shall not be construed to be an agent.

(c) Accounts and bill delivery addresses.

(1) Accounts shall be established in the name of the property owner.

(2) Bills shall be sent to the address requested in the service application.

(3) Changes of address for billing purposes must be approved by the property owner. Approval can be by letter, change of address form or by e-mail.

(

North Lauderdale

- **Sec. 70-4. - Water, sewer, and stormwater management rates.**

(c) Water, sewer and stormwater management accounts shall be established in the name of the property owner.

(1) If a property ownership changes, it is the new property owner's responsibility to establish an account in their name.

b. If a property owner produces an enforceable lease effective prior to November 13, 2007, for a tenant in whose name an account was legally established prior to November 13, 2007,

the account may remain in the name of the tenant until expiration of the term of the lease provided to the city.

(4) Failure of the property owner to establish an account in their name or failure to provide the city of a current mailing address shall not release or diminish the obligation of the property owner to pay charges accrued on the property.

North Port

- # Chapter 78 - UTILITIES

- ## Sec. 78-23. - Definitions.

Applicant means the owner of residential real property or the person or legal entity which has the legal right to utilize commercial real property by means of any form of legal means which real property is to be served by water, wastewater or reclaimed water service. The terms "applicant", "developer", and "property owner" are synonymous and may be used interchangeably herein.

Customer means any person, firm or corporation who has entered into an agreement to receive water, wastewater and/or reclaimed water service from the city and who is liable for the payment of that water, wastewater and/or reclaimed water service.

- ## Sec. 78-24. - General terms and conditions regarding water, wastewater and reclaimed water service.

  - **Amended by** Ordinance No. 2024-33

(a) *Signed application required.* Water, wastewater and reclaimed water service may be furnished only after a signed application or agreement and payment of any applicable water and wastewater capacity fees as well as any applicable new account charges are accepted by the city. The conditions of such application or agreement are binding upon the customer as well as upon the city. A copy of the application or agreement for water, wastewater and reclaimed water service accepted by the city will be furnished to the applicant upon request. The applicant shall furnish to the city, proof of ownership for residential, or proof of tenancy for commercial accounts the correct name and street address at which water, wastewater and reclaimed water service is to be rendered.

All unpaid amounts due to the city for water, wastewater, reclaimed water, backflow or any miscellaneous utilities services to a property shall become immediately due and payable in full upon any transfer of ownership of the property.

Liability. (Residential). The property owner shall, as to the city, have sole liability for all amounts due and owing to the city as a result of services provided by the city utilities department. (Commercial) As a courtesy, commercial properties are allowed to be put

in the name of a tenant however, should an account remain unpaid for more than 120 days, the account will immediately be put back in the name of the property owner.

Pembroke Pines

CHAPTER 50: WATER AND SEWER REGULATIONS

GENERAL PROVISIONS

§ 50.01 DEFINITIONS.

CUSTOMER. The owner of the property or an individual or corporate entity authorized by the owner to open the utility account.

(C) The original property owner shall remain as the customer of record until the account is closed and the security deposit has been applied to the final bill. The account will not be closed until the department is notified that ownership of the property has changed, sold or otherwise transferred.

§ 50.02 REQUIRED CONNECTIONS TO CITY UTILITIES; POLICY.

(C) Unless otherwise provided for herein, all utility accounts with the city shall be opened by the property owner, in accordance with the application provided by the city's Utilities division.

(Ord. 641, passed 12-15-82; Am. Ord. 1754, passed 6-19-13; Am. Ord. 1978, passed 11-17-21)

Punta Gorda

Sec. 17- 8. Billing, penalties, delinquencies and collections.

(a) Bills shall be rendered monthly for all residential and non-residential uses, whether occupied or vacant, situated within the City's service area. Requests for service disconnection or account closure to avoid monthly charges will not be honored. It shall be the responsibility of the property owner to provide written notice of the correct and current mailing address for bills and changes thereto.

Weston

CHAPTER 111: WATER AND SEWER SERVICES

§ 111.11 UTILITY SERVICE CUSTOMERS, RESIDENTIAL.

111.11(A) ***ITDD .*** For residences provided service by ITDD , only the Owner of a property where Utility service is obtained for use in Dwelling Units may be a residential customer of the Utility , even if that property is occupied by residents other than

the Owner . A Tenant of a Residential Property where Utility service is provided may not contract directly with the Utility for use of the Utility service.

MIAMIBEACH

Finance Department / Utility Division
1755 Meridian Ave, Suite #100
Miami Beach, FL 33139
UtilityBilling@MiamiBeachFL.Gov
(305) 673-7440

Today Date: _____

Request to OPEN account

Please check document(s) submitted with this request:

_____ Fully executed HUD/closing statement

_____ RECORDED warranty deed

Date of Closing: _____

Service Address: _____

Name of Buyer: _____
(according to warranty deed)

Phone Number: _____

E-mail Address: _____

Mail bills to: _____

_____

I,_____ _____, (PRINT name of property owner, or corporate officer)
request to OPEN a new utility account due to recent purchase of a property.

_____
Signature of property owner/corporate officer

Please provide copy of ID - front & back

MIAMIBEACH

Finance Department / Utility Division
1755 Meridian Ave, Suite #100 Miami Beach, FL 33139
UtilityBilling@MiamiBeachFL.Gov
(305) 673-7440

UTB Account - Change or Add TENANT to account

DATE: _____ Utility Account # : _____

Service Address: _____

Owner Name on Account: _____

Owner Phone #: _____ Owner e-mail address: _____

I,_____, request the following change(s) be made to my Utility account
(PRINT name of property owner, or corporate officer)

Change or Add Name of tenant: _____

Mail bills to: _____

_____

_____ _____
Tenant Phone # Tenant e-mail address

_____
Signature of property owner/corporate officer

Please provide copy of ID front & back

Disclaimer:
Adding a tenant to the utility account does not transfer or imply responsibility for payment or account management to the tenant. The property owner remains solely responsible for all charges, fees, and obligations related to the utility account. Any agreements made between the property owner and the tenant regarding utility payments are private arrangements and do not alter the account holder's liability with the utility provider. The utility provider holds the property owner accountable for all outstanding balances and service issues.

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

MEMORANDUM

TO: Honorable Mayor and City Commission

FROM: Andrew Plotkin, Interim City Manager
Tarik Rahmani, CFO/Interim Deputy City Manager
Hamid Nikvan, Public Utilities Director

DATE: July 15, 2025

RE: Second Reading – Ordinance Amending Chapter XIX of the City Code: Water and Sewer Accounts and Billing Requirements

Purpose

This item is presented for second reading and adoption. The proposed ordinance updates Chapter XIX of the City's Code of Ordinances to require that only property owners may establish water and sewer accounts with North Miami Beach Water (NMB Water). The ordinance also implements minimum recurring charges for all accounts, regardless of service status.

Background

Currently, both tenants and property owners may open utility accounts with NMB Water. This has contributed to growing collections issues and uncollectible balances, particularly for tenant accounts where liens cannot be applied. Over the last decade, this practice has resulted in millions in unpaid charges, including utility taxes and infrastructure costs.
To address these issues, the City is proposing to align its utility billing policy with its solid waste and stormwater programs, where only property owners are billed, allowing for lien enforcement on delinquent accounts. This is a best practice adopted by many Florida cities, including Hallandale Beach, Miami Beach, Coral Springs, and Pembroke Pines, among others.

Summary of Ordinance Changes

Key updates to Chapter XIX include:

- Requiring all new and existing utility accounts to be in the name of the property owner only.
- Prohibiting new tenant accounts and transferring responsibility to the legal owner.
- Establishing minimum monthly charges on all active accounts to recover infrastructure and service readiness costs.
- Consolidating water, sewer, solid waste, and stormwater fees into a single owner bill, improving efficiency and reducing administrative burden.
- Enabling the City to place liens on delinquent properties and avoid uncollectible debts.

Fiscal Impact

- This ordinance is expected to:
- Reduce uncollectible utility revenues.
- Increase lien enforcement and revenue recovery.
- Improve operational efficiency by reducing the number of short-term, high-turnover accounts.
- Support long-term infrastructure investment through stable, recurring minimum charges.

Legal Context

The City is authorized to administer its utility and adopt just and equitable regulations. In Jass Properties, Inc. v. City of North Lauderdale (4th DCA, 2012), the court upheld a city's right to restrict utility accounts to property owners. The ruling affirmed that Florida Statute 180.135 does not require cities to contract with tenants and that municipalities may adopt policies to reduce taxpayer burden.

Recommendation

Staff recommends approval of the ordinance on second reading. These code updates will reduce financial risk, improve operational accountability, and ensure responsible utility billing that protects both the City and its residents.

Should you have any questions or wish to revise any elements ahead of the July 15 meeting, please contact us.

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

MEMORANDUM

TO: Mario A. Diaz, City Manager
Hamid Nikvan, Public Utilities Director
Tarik Rahmani, Chief Financial Officer
Sophia Taylor, Finance Director
Samuel Zamacona, Public Works Director

FROM: Ernesto Salazar, Customer Service Manager
Roslyn Weisblum, Utility Analyst

DATE: February 21, 2025

RE: CODE AMENDMENT TO ALLOW FOR ONLY PROPERTY OWNERS TO OPEN WATER AND SEWER ACCOUNTS AND ESTABLISH RECURRING MINIMUM CHARGES

Attached is the draft ordinance requiring that only property owners may open water and sewer accounts within the North Miami Beach Water and Sewer Utility (NMB Water) service area.

Objective:
The City seeks to amend the Code to allow only property owners to open water and sewer accounts. This applies to residential and non-residential accounts. Owners will be billed minimum charges whether services are active or inactive.

Fiscal Impact:
Water and sewer charges could be consolidated with solid waste and stormwater (where applicable) on a single bill. This ensures collections or allows for liens on delinquent properties, eliminating uncollectible. Charging all metered accounts, a minimum fee would also help recover infrastructure costs.

Location:
Properties within the water service area of the City of North Miami Beach Water and Sewer Utility.

Scope of Work:
Amend Chapter XIX of the City Code "WATER AND SEWERS" to allow only Property Owners to open Water and Sewer accounts in their name and stablish recurring minimum charges. Present the Draft Ordinance to the attorney for review. Present the Code amendments to the Public Utilities Commission. Present the Code amendments to the City Commission via Ordinance Approval. Communicate the change to the citizens.

Benefits:

In the interest of saving the City of North Miami Beach millions of dollars in uncollectible and non-lienable funds, the City could amend the Code to allow for property owners only to open water and sewer accounts in their name. When an owner establishes service, the City effectively maintains the ability to seek collections on outstanding accounts, which includes the ability to place a lien on the property. Allowing tenants to establish accounts in their name eliminates the lien stop-gap protection leading to the Utility's higher receivable collection balances. These uncollectibles not only include the water and sewer charges but the utility tax as well. Over the past ten years the growth of tenant balances has significantly increased. The city already has in its Code of Ordinances that owners only are assessed for solid waste and stormwater. All these charges could be billed together on one utility bill which would be easily collectible, or a lien could be placed on the property yielding no uncollectibles for the utilities. This would not only save by eliminating uncollectibles, but it would also save on operational and administrative costs due to the frequent turnover of tenant customers and the collection efforts devoted to these accounts. Also, by charging all metered accounts a minimum charge for the availability of service and readiness-to-serve, a portion of the capital costs of the water and sewer infrastructure would be recovered.

The following are some of the municipal water utilities in Florida that only allow the property owner to open an account:

- Hallandale Beach
- Miami Beach
- Coral Springs
- Pembroke Pines
- Davie
- Jupiter
- Naples
- Weston
- Lauderhill
- North Lauderdale
- North Port
- Bradenton
- Punta Gorda
- Fort Lauderdale – (ordinance in progress)

Attached are excerpts from these municipal Codes regarding property owner only accounts (in alphabetical order). Also attached are the applications for service from Miami Beach regarding property owner only.

Legal Precedent:

In addition, in the 4th District Court of Appeal opinion in Jass Properties, Inc. v. City of North Lauderdale, 4th DCA Case No. 4D11-7830 (November 21, 2012), the 4th District Court of Appeal agreed that Statute 180.135 does not prohibit city from declining to contract with tenants. The appellate court further observed that nothing in state law "prevents a city from enacting an ordinance designed to constrain costs that might otherwise be borne by the taxpayers."

Please review the attached for discussion.

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:	Commissioners McKenzie Fleurimond and Commissioner Phyllis Smith
VIA:	
DATE:	July 15, 2025

RE: Ordinance No. 2025-03 (Second Reading) Amending Guidelines for Appointments of the Economic Development Commission (Commissioners McKenzie Fleurimond and Phyllis Smith)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Ordinance (Second Reading)
- Ordinance

ORDINANCE NO. 2025-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 SECTION 2-49.7 ENTITLED "GUIDELINES FOR APPOINTMENTS" OF THE ECONOMIC DEVELOPMENT COMMISSION OF THE CODE OF ORDINANCES; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER'S ERROR, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Council desire to amend and update the duties and responsibilities of the Economic Development Commission to reflect current concerns; and

WHEREAS, the Mayor and City Commission find the proposed amendment 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. Section 2-49.7 Entitled "Guidelines for Appointments" of the Economic Development Commission of the Code of Ordinances of the City of North Miami Beach, Florida is hereby amended, as follows:

In determining who should be appointed as members of the Commission, the Council should include a fair balance and reasonable number of labor, business and other interested persons. Notwithstanding the provisions of subsection 2-32.1, members of this Commission need not be residents or maintain residency in the City of North Miami Beach, so long as they are a current or future stakeholder, own or manage commercial property in the City for a minimum of six (6) months, or have and maintain a business tax receipt entitling them to conduct business in the City.

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.

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

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 this first reading this _____ day of _____ 2025

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 ONLY:

_____
JOSEPH S. GELLER
CITY ATTORNEY

SPONSORED BY: Mayor and City Commission

ORDINANCE NO. 2025-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 SECTION 2-49.7 ENTITLED "GUIDELINES FOR APPOINTMENTS" OF THE ECONOMIC DEVELOPMENT COMMISSION OF THE CODE OF ORDINANCES; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER'S ERROR, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Council desire to amend and update the duties and responsibilities of the Economic Development Commission to reflect current concerns; and

WHEREAS, the Mayor and City Commission find the proposed amendment 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. Section 2-49.7 Entitled "Guidelines for Appointments" of the Economic Development Commission of the Code of Ordinances of the City of North Miami Beach, Florida is hereby amended, as follows:

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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.

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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 this first reading this _____ day of _____ 2025

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 ONLY:

GREENSPOON MARDER, LLP

By: _____
CITY ATTORNEY

SPONSORED BY: Commissioner Mckenzie Fleurimond

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:	Hamid Nikvan, NMB Water Director
VIA:	Andrew Plotkin, Interim City Manager
DATE:	July 15, 2025

RE: Ordinance No. 2025-06 (First Reading) Amending Water and Sewer Impact Fees (Hamid Nikvan, NMB Water Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Ordinance
- Exhibit A
- NMB Misc Fee Study

City of North Miami Beach, Florida

Date: July 15, 2025

To: Mayor and City Commissioner

From: Tarik Rahmani, Chief Financial Officer/Interim Deputy City manager
Hamid Nikvan, Director of Utilities

Subject: Ordinance to update Water and Sewer impact fees

Background

The City of North Miami Beach charges utility impact fees on new development to help fund the expansion of our water and sewer systems. These fees ensure that the cost of growth is shared fairly—so that current ratepayers don't shoulder the financial burden for new development.

In 2020, the City's consultant, Arcadis, prepared a Water and Sewer Connection Charge Study and a Miscellaneous Fee Study with updated recommendations. While reviewed internally and discussed with the Public Utilities Commission at the time, those proposed fees were never formally adopted.

Unlike many cities, North Miami Beach codifies its utility impact fees directly in the City Code. That means the fee updates must be adopted by ordinance—not by resolution.

Why We Are Moving Now

While the City is currently working with Raftelis on a broader utility rate study, that scope does not include impact fees. Given today's construction activity and rising infrastructure costs, we recommend proceeding now with the impact fee update.

Rather than commissioning a brand-new study, we propose applying a standard inflation index—using the U.S. Bureau of Labor Statistics Consumer Price Index (CPI)—to the 2020 Arcadis recommendations. This approach is used by many Florida cities to keep fees current between major updates.

From 2020 to 2025, the cumulative CPI increase is approximately 22.6%. Applying that factor brings the City's fee schedule up to date while maintaining a defensible, cost-based methodology.

What This Ordinance Does

The attached ordinance updates the fee schedule listed in Chapter XIX, Sections 19-20 and 19-21 of the City Code. These updates:

- Reflect Arcadis' 2020 impact fee recommendations
- Apply a 22.6% CPI factor to account for inflation
- Ensure fees reflect current infrastructure costs
- Only apply to new developments and connections

No changes are proposed to existing user rates or monthly bills.

Next Steps

If adopted, the new fees will take effect 90 days after Commission approval, consistent with Florida law governing impact fees (Section 163.31801, Florida Statutes).

Staff from Finance and NMB Water will also ensure that the new rates are included in the City's Code and properly reflected in permitting and development processes.

Attachment:

- Draft Ordinance – Utility Impact Fee Update
- Exhibit A – Proposed Utility Impact Fee Schedule (2025)

ORDINANCE NO. 2025-XX

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH (NMB), AMENDING CHAPTER XIX, ENTITLED "WATER AND SEWERS" OF THE CITY CODE OF ORDINANCES, SPECIFICALLY AMENDING SECTION 19-11.2 ENTITLED "INSTALLING, REPAIRING, READING, TESTING, FEE WHERE SEAL BROKEN", SECTION 19-12.2 ENTITLED "DELINQUENT ACCOUNTS; SHUTTING OFF WATER", SECTION 19-15.8 ENTITLED "ANNUAL INSPECTION, TEST, CHARGES", SECTION 19-16 ENTITLED "TURN-ON AND SHUT-OFF; CURB COCK TO BE USED BY CITY", SECTION 19-22 ENTITLED "ADDITIONAL CHARGE FOR EXPANSION AND UPGRADING OF CITY'S WATER FACILITIES", SECTION 19-23 ENTITLED "FIRE FLOW DEMAND CHARGE ON NEW BUILDINGS AND CONVERSIONS", AND SECTION 19-31 ENTITLED "RATES AND CHARGES" TO REVISE THE SECTION TITLE AND TO UPDATE THE MISCELLANEOUS FEES AND THE CONNECTION CHARGES FROM NEW DEVELOPMENTS DUE TO UPDATES IN NMB WATER'S CAPITAL IMPROVEMENT PLAN; PROVIDING FOR CONFLICTS, SEVERABILITY, AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach ("City") provides potable water and wastewater services to residents and businesses, and collects connection/impact fees to fund the expansion of its utility infrastructure for new development; and

WHEREAS, the Florida Impact Fee Act (Chapter 163, Part II, Florida Statutes) requires that impact fees be based on current data and used only for capital improvements needed to serve new growth, and that any new or increased fee be adopted by ordinance or resolution with findings of justification; and

WHEREAS, the legislative body of a municipality is authorized to administer such a utility and may establish just and equitable rates or charges; and

WHEREAS, the City contracted with Arcadis, an independent consultant, to prepare a rate and fee study analyzing the existing water and wastewater connection charges and miscellaneous fees for new developments compared to NMB Water's costs for operation, maintenance, security and capital improvements of the water and wastewater utility; and

WHEREAS, the independent consultant prepared updated water and sewer connection-fee and miscellaneous fee studies (dated July 2020) showing that capital improvement costs and system capacities have increased since the last fee update, such that the previously adopted fees no longer fully cover new system costs and proposed increases are reflected in the proposed code amendment; and

WHEREAS, to reflect the independent consultant's July 2020 study recommendations, approximately 22.6% for the CPI factor has been added to the fees to account for inflation; and

WHEREAS, the City desires to amend Section 19-11.2, currently entitled "Installing, Repairing, Reading, Testing, Fee Where Seal Broken" to update the cost of testing water meters; and

WHEREAS, the City desires to amend Section 19-12.2, currently entitled "Delinquent Accounts; Shutting Off Water" to update the costs associated with shutting off and restoring service to delinquent customers and to provide a disincentive for customers who tamper or interfere with or alter system equipment; and

WHEREAS, in order to secure payment for service, City desires to amend Section 19-15.8, currently entitled "Annual Inspection, Tests, Charges" to update the charge for each backflow prevention device inspection based on the size of the customer's backflow prevention device; and

WHEREAS, in order to secure payment for service, City desires to amend Section 19-16, currently entitled "Turn-on and Shut-off; Curb Cock To Be Used by City" to provide a disincentive for customers who turn on or off the City curb cock; and

WHEREAS, the City Commission finds that new development must pay its proportionate share of the cost of expanding the water and sewer systems, and that adjusting the impact fee schedules to current conditions is fair and equitable; and

WHEREAS, many other Florida cities have lawfully updated their utility impact fees using similar methods – for example, Coral Springs and Lakeland adopted new fees based on updated cost studies, while Chipley and South Daytona include annual CPI-based escalators in their fee resolutions; and

WHEREAS, in order to secure amount of water demand necessary for new developments, the City desires to amend Section 19-22, currently entitled "Additional Charge For Expansion and Upgrading of City's Water Facilities" to update the charge based on the estimated gallons of water per day; and

WHEREAS, in order to secure amount of fire flow demand necessary for new developments, the City desires to amend Section 19-23, currently entitled "Fire Flow Demand Charge on New Buildings and Conversions" to update the charge based per gross square foot of floor area; and

WHEREAS, in order to secure amount of wastewater connection charges for new developments, the City desires to amend Section 19-31, currently entitled "Rates and Charges" to update the wastewater average daily rated gallon charge; and

WHEREAS, the City Commission deems it to be in the public interest to adopt this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Commission of the City of North Miami Beach, Florida, as follows:

Section 1. The foregoing findings and recitals are true and correct and incorporated by reference.

Section 2. Chapter XIX, "Water and Sewers," Article II, "Water," Section 19-11.2, "Installing, Repairing, Reading, Testing, Fee Where Seal Broken," of City of North Miami Beach Code of Ordinances, is hereby amended by adding the following underlined language and deleting the following stricken language:

19-11.2 Installing, Repairing, Reading, Testing, Fee Where Seal Broken.

* * *

e. All meters shall be carefully tested before they are installed and after their installation they shall be tested as frequently as circumstances warrant. Should the owner, at any time, question the accuracy of the meter on his service, the City shall upon his written application, accompanied by the payment of ~~one ($1.00) dollar~~ sixty dollars ($60.00) for each meter in question to cover the cost of test thereof, remove the meter and test it in the presence of the owner or his authorized agent, if such presence is desired by the owner. If the test shows the meter has been over registering more than two (2%) percent, the ~~one ($1.00) dollar~~ sixty dollars ($60.00) paid shall be returned to the owner, and bill rendered based on the last reading of such meter or meters accordingly. If the test shows that the meter is not over registering more than two (2%) percent, as aforesaid, the ~~one ($1.00) dollar~~ sixty dollars ($60.00) paid by the owner shall be retained by the City and in addition thereto, if the test shows that the meter has been under registering more than two (2%) percent, as aforesaid, the ~~one ($1.00) dollar~~ sixty dollars ($60.00) paid by the owner shall be retained by the City and the bill rendered based on the last reading of such meter or meters, shall be corrected accordingly. The City reserves the right to remove and test any meter at any time, and if such meter is found to be inaccurate to substitute another meter of the same size in its place, either permanently or temporarily. In the event of such test last mentioned, the City further reserves the right to make any corrections on bills rendered based on the last reading of such meter, in accordance with the result of such test.

f. Quantity of water recorded by the meter shall be conclusive on both the owner and the City except when the meter has been found to be defective~~,~~ or ceases to register. In case the meter has been found to be defective or has ceased to register the quantity of water since the last reading shall be determined by the average registration of another meter for a period of twenty (20) days, or for the same meter for a like period after it had been repaired, and tested; or by mutual agreement, the quantity of water supplied may be prorated upon the previous corresponding period of the last reading, preceding the time the meter has been or became defective or has failed to register to the time such meter is repaired or replaced.

g. The owner or consumer at every premises shall pay to the City the sum of ~~five ($5.00)~~ sixty dollars ($60.00) for each time the seal on any meter or its coupling on or for such premises is found broken or removed. The City hereby reserves the right to put

on such seal in or for any premises at any time, and upon the second occurrence, the City may, at its option shut off the supply and discontinue its service, and may further refuse to again turn on the same and resume its service to such premises, so long as the owner of or consumer of the premises, at the time of the breaking or removal of such seal, shall continue to be the owner of or consumer at the premises.

Section 3. Chapter XIX, "Water and Sewers," Article II, "Water," Section 19-12.2, "Delinquent Accounts; Shutting Off Water," of City of North Miami Beach Code of Ordinances, is hereby amended by adding the following underlined language and deleting the following stricken language:

19-12.2 Delinquent Accounts; Shutting Off Water.

* * *

b. All delinquent accounts, including meter water supply service, may result in the service of the City being discontinued and the water supply shut off from and to the premises of the owner or consumer of such account if in arrears immediately upon such account becoming delinquent or as soon thereafter as practicable and such service will not be resumed or the water turned on to such premises until the amount of the delinquent account and the sum of ~~twenty-five ($25.00)~~ forty dollars ($40.00) for shutting off and ~~twenty-five ($25.00)~~ forty dollars ($40.00) for restoring service has been paid. For same day reconnect after 3:30 pm, the sum of one hundred-twenty-five dollars ($125.00) must be paid.

* * *

d. Charge for broken locks shall be ~~$25.00.~~ one hundred-twenty-five dollars ($125.00).
e. After the water has initially been turned off by the City, if water is turned back on by the customer without sufficient payment and/or the City's authorization, progressive turn off methods and devices up to and including a turn off at the main may be implemented. These attempts to turn off water will result in additional fees as follows.
    1. 2nd ~~$50.00.~~ two hundred-fifty dollars ($250.00).
    2. 3rd ~~$125.00.~~ three hundred-seventy dollars ($370.00).
    3. 4th or more ~~$250.00~~ three hundred-seventy dollars ($370.00) for each occurrence.

Section 4. Chapter XIX, "Water and Sewers," Article II, "Water," Section 19-15.8, "Annual Inspection, Tests, Charges," of City of North Miami Beach Code of Ordinances, is hereby amended by adding the following underlined language and deleting the following stricken language:

19-15.8 Annual Inspection, Tests, Charges.

Backflow prevention devices shall be inspected and tested by a licensed backflow testing company annually ~~by the Department of Public Utilities~~, or more often where successive inspections indicate repeated failure, at the customer's expense. The annual inspection certificate shall be uploaded to the Department of Public Utilities' website. The charge for maintaining each inspection or reinspection log by the Department of Public Utilities shall be ~~twenty-five ($25.00)~~ twelve dollars ($12.00) for ~~residential uses and, for commercial and industrial uses, shall be fifty ($50.00) dollars for the domestic line and one hundred ($100.00) dollars for the fire line.~~ all backflow prevention devices.

If required, the device shall be repaired, overhauled or replaced by ~~the Department of Public Utilities contractors~~ a license backflow testing company at the customer's expense whenever ~~it is found~~ the device is found to be defective.

Section 5. Chapter XIX, "Water and Sewers," Article II, "Water," Section 19-16, "Turn-on and Shut-off; Curb Cock To Be Used by City"," of City of North Miami Beach Code of Ordinances, is hereby amended by adding the following underlined language and deleting the following stricken language:

* * *

b. A violation of paragraph a. of this section upon the part of the owner, employee or agent shall subject the owner or consumer to a penalty of ~~twenty-five ($25.00)~~ one hundred-twenty-five ($125.00) dollars for the first offense, and two hundred-fifty dollars ($250.00) upon the second offense, and three hundred-seventy dollars ($370.00) upon the third and subsequent offenses, the City at its option may discontinue the service and shut off the water supply to the premises, so long as the owner or consumer continues to reside at the premises.
c. There shall be no separate charge for shutting off the water supply for any premises, but in every instance when such shut-off was originally made for nonpayment of any delinquent account or violation of any rule of the City, ~~a twenty-five ($25.00) dollar shut-off charge shall be collected plus a twenty-five ($25.00) dollar turn-on charge.~~ the restoring service charge stated in Section 19-12.2 shall be paid.

* * *

Section 6. Chapter XIX, "Water and Sewers," Article II, "Water," Section 19-22, "Additional Charge For Expansion and Upgrading of City's Water Facilities," of City of North Miami Beach Code of Ordinances, is hereby amended by adding the following underlined language and deleting the following stricken language:

19-22 - Additional Charge for Expansion and Upgrading of City's Water Facilities.

* * *

c. Computation of amount due; letter of allocation and commitment:

1. Each future builder, developer and owner of new construction, simultaneously with the issuance of a permit and/or letter of commitment by the Public Utilities Department of the City, in addition to any and all other payments, shall be charged and pay to the City of North Miami Beach a sum to be computed on the basis of the estimated gallonage, as mentioned in paragraph b. hereof, as follows:

   For each gallon per day, the sum of ~~five dollars and twenty-two cents ($5.22)~~ seven dollars and fifty-two cents ($7.52) per gallon.

* * *

Section 7. Chapter XIX, "Water and Sewers," Article II, "Water," Section 19-23, "Fire Flow Demand Charge on New Buildings and Conversions," of City of North Miami Beach Code of Ordinances, is hereby amended by adding the following underlined language and deleting the following stricken language:

19-23 - Fire Flow Demand Charge on New Buildings and Conversions.

* * *

c. *Rates; Multifamily Dwellings, Hotels, Schools, etc*. The following schedule shall be the rate per gross square foot of the floor area regarding the structures within the water service area listed in paragraphs 1. and 2. below:

Square Feet of Building, Conversions or Additions	Rate per Square Foot of Floor Area
First 100,000 sq. ft.	~~$1.05~~ $1.64
Next 100,000 sq. ft.	~~0.79~~ 1.24
Next 200,000 sq. ft.	~~0.53~~ 0.83
Next 200,000 sq. ft.	~~0.26~~ 0.40
Thereafter	~~0.18~~ 0.28

* * *

d. *Rates—Commercial and Other Uses Not Mentioned or Expected.* The following schedule shall be the rate per gross square foot of the floor area regarding the structures within the water service area listed in paragraphs 1, 2, and 3~~.~~ below:

Square Feet of Building, Conversions or Additions	Rate per Square Foot of Floor Area
First 100,000 sq. ft.	~~$1.75~~ $2.73
Next 100,000 sq. ft.	~~1.40~~ 2.18
Next 200,000 sq. ft.	~~1.05~~ 1.64
Next 200,000 sq. ft.	~~0.70~~ 1.09
Thereafter	~~0.35~~ 0.55

* * *

Section 8. Chapter XIX, "Water and Sewers," Article III, "Sewers," Section 19-31, "Rates and Charges," of City of North Miami Beach Code of Ordinances, is hereby amended by adding the following underlined language and deleting the following stricken language:

19-31 - Rates and Charges.

* * *

d. *Connection Charges.* The following connection charges shall be assessed for all new connections to the sewer system:
   1. There shall be a charge of ~~one dollar and twenty cents ($1.20)~~ five dollars and seventy-seven cents ($5.77) per average daily rated gallon for any given connection. These charges shall be held in a special fund or funds by the Department to be utilized solely to defray the cost of new facilities to the extent new usage requires new facilities, renewal or replacement of the system components and expansion of the system to areas of the City which are not currently serviced by sanitary sewers.

* * *

Section 9. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 10. If any section, subsection, clause or provision of this ordinance is held invalid the remainder shall not be affected by such invalidity.

Section 11. It is the intention of the City Commission of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance

may be renumbered or re-lettered to accomplish this intention and the word "Ordinance" may be changed to "Section", "Article" or other appropriate word as the codifier may deem fit.

Section 12. This Ordinance shall become effective immediately upon adoption.

APPROVED on first reading this **___ day of _____, 2025**

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 &
LANGUAGE & FOR EXECUTION

_____
JOSEPH GELLER
CITY ATTORNEY

SPONSORED BY: Mayor and City Commission

Exhibit A: Proposed Utility Impact Fees (Adjusted for 2020-2025 CPI)
Note: New CPI-adjusted rates for 2020-2025 cumulative is approximately 22.6%

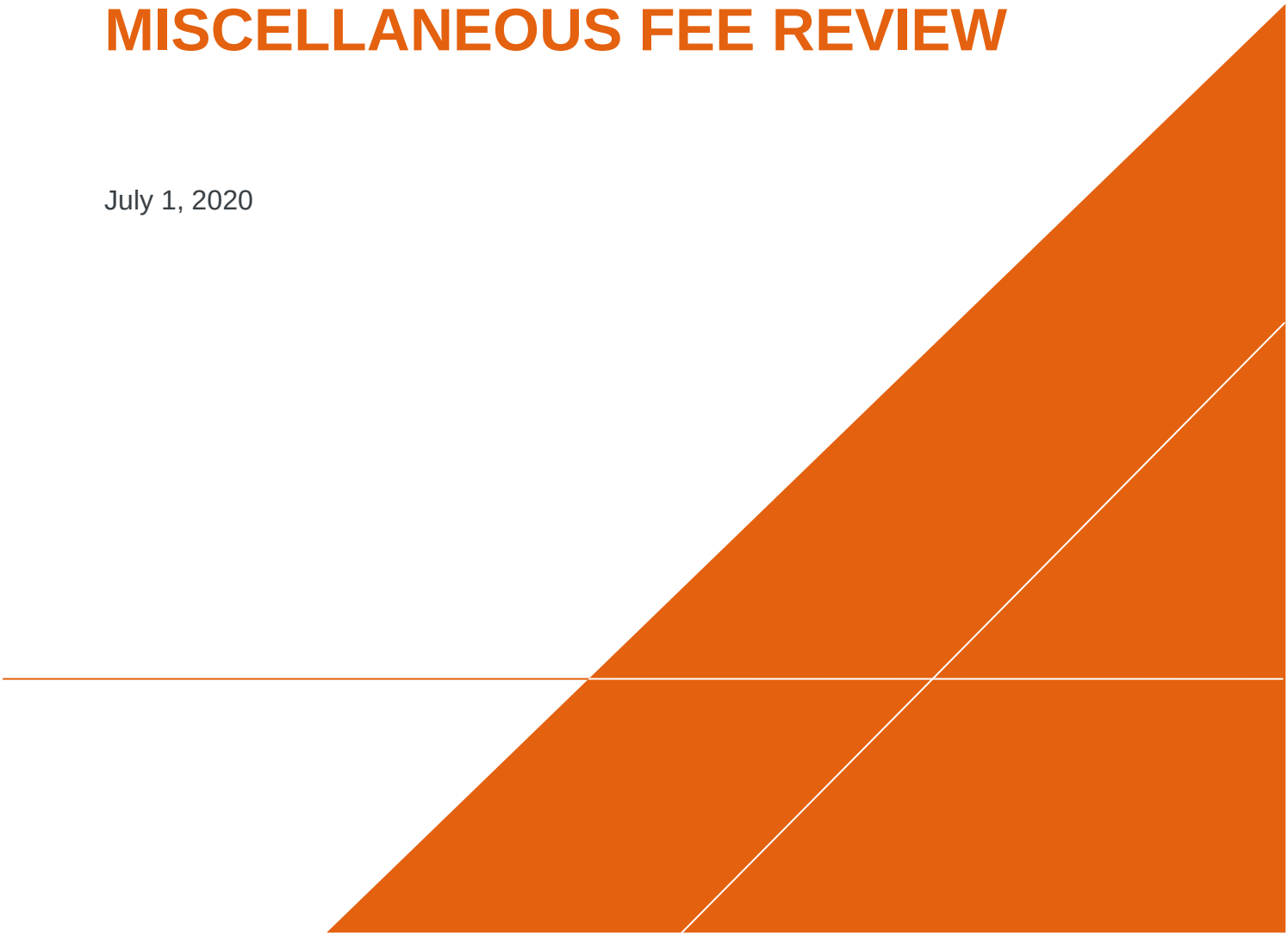
Fee Type	Current Rate	Proposed (2020) Rate	Slide Reference	CPI Adjusted (2025)
Water Connection Charge	$5.22 per gpd	$6.13 per gpd	Slide 9	$7.52 gpd
Sewer Connection Charge	$1.20 per gpd	$4.71 per gpd	Slide 10	$5.77 gpd
Fire Flow Fee (Multi-Family, 1st 100,000 ftÂ²)	$1.05 per ft²	$1.34 per ft²	Slide 13	$1.64 per ft²
Fire Flow Fee (Commercial, 1st 100,000 ftÂ²)	$1.75 per ft²	$2.23 per ft²	Slide 13	$2.73 per ft²
Fire Flow Fee (Multi-Family, 2nd 100,000 ftÂ²)	$0.79 per ft²	$1.01 per ft²	Slide 13	$1.24 per ft²
Fire Flow Fee (Commercial, 2nd 100,000 ftÂ²)	$1.40 per ft²	$1.78 per ft²	Slide 13	$2.18 per ft²
Fire Flow Fee (Multi-Family, Next 200,000 ftÂ²)	$0.53 per ft²	$0.68 per ft²	Slide 13	$0.83 per ft²
Fire Flow Fee (Commercial, Next 200,000 ftÂ²)	$1.05 per ft²	$1.34 per ft²	Slide 13	$1.64 per ft²
Fire Flow Fee (Multi-Family, Next 200,000 ftÂ²)	$0.26 per ft²	$0.33 per ft²	Slide 13	$0.40 per ft²
Fire Flow Fee (Commercial, Next 200,000 ftÂ²)	$0.70 per ft²	$0.89 per ft²	Slide 13	$1.09 per ft²
Fire Flow Fee (Multi-Family, Thereafter)	$0.18 per ft²	$0.23 per ft²	Slide 13	$0.28 per ft²
Fire Flow Fee (Commercial, Thereafter)	$0.35 per ft²	$0.45 per ft²	Slide 13	$0.55 per ft²
Miscellaneous Fee Type	**Current Rate**	**Proposed (2020) Rate**	**Slide Reference**	**CPI Adjusted (2025)**
Backflow prevention maintenance log Charge	$25, $50, $100	$10 each	Slide 17	$12 each
Meter inspections for each meter in question	$ 1 each	$50 each	Slide 21	$60 each
Meter seal broken or removed	$ 5 each	$50 each	Slide 21	$60 each
Delinquent Account Shutoff/Restoring	$25/$25	$30/$30	Slide 22	$40 each/$40 each
Delinquent Acc, Same day reconnect after 3:30 pm		$100 each (PUC Rec.)	Slide 22	$125 each
Meter tampering 1st, interfere/alter equipment	$25 each	$100 each (PUC Rec.)	Slide 23	$125 each
Meter tampering 2nd, interfere/alter equipment		$200 each (PUC Rec.)	Slide 23	$250 each
Meter tampering 3rd, interfere/alter equipment		$300 each (PUC Rec.)	Slide 23	$370 each

ARCADIS Design & Consultancy for natural and built assets

NMB Water

WATER AND SEWER UTILITY MISCELLANEOUS FEE REVIEW

July 1, 2020



MISCELLANEOUS FEE REVIEW

Robert Ryall
Associate Vice President, Financial Services

Prepared for:

NMB WATER

17050 NE 19th Avenue

Prepared by:

Arcadis U.S., Inc.

2301 Maitland Center

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CONTENTS

1 Introduction 3
1.1 Background and Methodology 3
1.2 Existing Miscellaneous Fees and Recommended Updates 4
2 Proposed Fee Update and Benchmarking Comparison 6
2.1 Homeland Security Charge 6
2.2 Hydrant Charge 6
2.3 Backflow Inspection 6
2.4 Deposits 7
2.5 Meter Inspection 12
2.6 Delinquent Account Shutoff and Restoring Service 13
2.7 Surcharge on Delinquent Accounts 15
2.8 Tampering Charge 15
2.9 Credit Card Fee 17
2.10 Lateral Blockage Charge 18
2.11 Plan Review Service Fees 19
3. Findings and Recommendations 22

TABLE

Table 1 - NMB Water Miscellaneous Fees and Recommended Updates 4
Table 2 - Backflow Inspection 7
Table 3 – Water Deposits 8
Table 4 – Sewer Deposits 10
Table 5 – Benchmarks: Water and Sewer Deposit Comparison (5/8” Residential) 11
Table 6 - Benchmarks: Meter Inspection Charges 13
Table 7 - Benchmarks: Delinquent Account (Shutting Off and Restoring Service) 15
Table 8 - Tampering Charges 16
Table 9 - Benchmarks: Tampering Charges 16
Table 10 - Average Credit Card Processing Fees 18
Table 11 - Benchmarks: Credit Card Processing Fees 18
Table 12 – Lateral Blockage Charge Fees 19
Table 13 – Plan Review Service Fees 19
Table 13 – Plan Review Service Fees 20

EXHIBITS

Exhibit 1 – Water Deposits 7
Exhibit 2 – Sewer Deposits 9
Exhibit 3 – Meter Inspection Charges 12
Exhibit 4 - Delinquent Account Shutoff and Restoring Service 14
Exhibit 5 – Lateral Blockage Charge 18

1 Introduction

1.1 Background and Methodology

NMB Water maintains various miscellaneous charges to recover costs needed to serve specific customer needs. Charges are typically based on specific services or requests made by the customer but also include charges to maintain equipment, such as the Backflow Inspection Charge, and fees to cover costs in the event of non- payment in the form of deposits. NMB Water's current miscellaneous fees are listed in Chapter XIX of the City's code of ordinances ("Code"). The fee amounts, purpose, and methodology of calculating the fee were reviewed along with related resolutions that are referenced in Chapter XIX. Miscellaneous fees do not include rates for water and sewer service such as the minimum fee or consumption fee.

Recommendations for updating miscellaneous fees are based on several methodologies. One methodology that is applied considers time and materials necessary to complete the requested miscellaneous service. This approach incorporates actual costs and time incurred to complete the requested miscellaneous service. Costs for personnel that perform the miscellaneous tasks include salaries, benefits and other expenses to create a fully burdened employee cost. NMB Water provided costs for personnel performing these duties which averages $56.14 per hour. This cost includes the combined wage rates and fringe benefit rate for technicians along with customer service representatives performing miscellaneous service tasks. In addition, the amount of time and number of employees needed to complete miscellaneous service tasks are considered to accurately capture the required level of effort and costs incurred. Furthermore, equipment costs such as a vehicle usage needed to perform these services are included in the development of certain fees. The 2019 FEMA Schedule of Equipment Rates provides the basis for determining an hourly cost for vehicle usage. This rate is $15.35 per hour for the use of a truck.

A second methodology involves developing fees based on researching comparable utilities, particularly in surrounding areas, to assess an appropriate and reasonable fee. Often industry standards have been set as a precedent and thus benchmarking data is considered when developing the fee amount. Comparable utilities used include Broward County, Hollywood, Hallandale Beach, Fort Lauderdale, Palm Beach, Sarasota, Sunrise, City of North Miami, Cape Coral, Miami-Dade County, Homestead, Florida Keys Aqueduct Authority (FKAA) and Pinellas County. The fees researched for comparison purposes were implemented effective as of May 2020.

Some miscellaneous fees, such as Tampering Fees, are intended to be punitive and are established not on cost but on levels sufficient to influence customer behavior. Specific cases and feedback from NMB Water were carefully considered when recommending a proposed fee intended to be punitive in nature. These fee recommendations are also compared with other regional water and sewer providers to ensure the fee is reasonable to what other utilities are charging.

1.2 Existing Miscellaneous Fees and Recommended Updates

Table 1 lists the current miscellaneous fees, the corresponding recommended updated fees, and describes the methodology used as the basis for the recommendation.

Table 1 - NMB Water Miscellaneous Fees and Recommended Updates

Miscellaneous Fee Description	Current	Recommendation	Methodology
Homeland Security Charge – based on meter size:		*Remove*	This fee was removed as a recommendation of 2019 Rate Study
5/8”	$2.37	$0.00	
3/4”	$2.37	$0.00	
1”	$5.93	$0.00	
1 1/2”	$11.85	$0.00	
2”	$18.96	$0.00	
3”	$37.92	$0.00	
4”	$59.25	$0.00	
6”	$118.50	$0.00	
8”	$189.60	$0.00	
10”	$272.55	$0.00	
Hydrant Charge:		*Remove*	Removed: Historic fee based on Miami-Dade County Ordinance; not a City Ordinance
Monthly Customers (per bill)	$0.10	$0.00	
Quarterly Customers (per bill)	$0.30	$0.00	
Backflow Inspections:		Consolidate fee for residential and commercial based on meter size; These fees are shown in Table 2	Time and Materials; Vendor Quote Comparison
Residential Customers (per device, per quarter)	$6.25		
Non-Residential Customers (per device, per month)	$4.17		
Deposits: Varies Based on Meter Size (shown 5/8")		Fees for other meter sizes shown in Table 3 and 4	Average billing for 2 months of service
Residential: 5/8"			
Water	$70.00	$70.00	
Sewer	$45.00	$100.00	
Commercial: 5/8"			
Water	$70.00	$70.00	
Sewer	$45.00	$100.00	
Fireline:			
Water	$100.00	$100.00	
Connection Charges: Water/Sewer (per avg daily rated gallon)	$5.22/$1.20	Included in Connection Charge Report	Included in Connection Charge Report

Table 1 - NMB Water Miscellaneous Fees and Recommended Updates

Miscellaneous Fee Description	Current	Recommendation	Methodology
Meter Inspections (per meter per inspection attempt)	$1.00	$50.00	Time and Materials; Benchmarking Comparison
Delinquent Account Shutoff (per attempt):			Time and Materials; Benchmarking Comparison
Shutting Off	$25.00	$30.00	
Restoring Service	$25.00	$30.00	
Surcharge on Delinquent Accounts	Language in 19-12.4	*No Change*	No change; Review of Chapter 19
Broken Locks Charge	$25.00	Fee Eliminated; Broken Locks shall be considered Tampering	
Tapping Charges	Actual Cost	Actual Cost	No change; Review of Chapter 19
New: Tampering Charge	None	1st offense: $250	Benchmarking Comparison
		2nd offense: $500	
		3rd offense: $750	
Credit Card Fee	No fee	Higher of $4.95 or 2% of payment	Benchmarking Comparison
Lateral Blockage Charge:			Time and Materials
Regular Hours	$100.00	$380.00	
After Hours, Weekends, Holidays	$150.00	$570.00	

2 Proposed Fee Update and Benchmarking Comparison

2.1 Homeland Security Charge

The Homeland Security Charge was established to provide security and emergency programs for NMB Water's water treatment plant, water transmission system, and related facilities and resources essential to the public welfare. Revenue generated from this fee was used to ensure protection of NMB Water's water and sewer infrastructure and assets. The Homeland Security Charge was established in September 2004. The charges were first adopted in Ordinance No. 2004-15 at an amount of $1.30 for a 5/8-inch meter per billing equivalent. Of similar utilities researched, it was found that the Homeland Security Charge is unique to NMB and therefore benchmarks were not available for comparison of this fee. As part of the 2019 rate study, NMB Water eliminated this charge.

2.2 Hydrant Charge

Historically this charge was applied to Miami-Dade customers that are billed by NMB Water. The Hydrant Charge was not applied to Golden Beach and NMB Water customers. Miami-Dade Water and Sewer customers are billed this charge if their property is located within a radius of 660 feet of an existing fire hydrant. These customers are provided fire protection by Metropolitan Miami-Dade County. The Hydrant Charge is for fire hydrant water service and for the maintenance and repair of fire hydrants. The maintenance and repairs include painting, an annual flush, and repairs for leaks.

Based on discussions with NMB Water it is recommended that NMB Water remove the current Hydrant Charge of $0.10 per month and $0.30 per quarter. Based on a review of this charge by NMB Water, the fee was based on a Miami-Dade County ordinance and is not a City ordinance. The annual revenue expectation from this fee was approximately $26,000.

2.3 Backflow Inspection

North Miami Beach City Ordinance requires certain customers install a backflow prevention device and requires that these devices be inspected and tested annually by NMB Water. The annual charge for each inspection or reinspection is currently twenty-five dollars ($25.00) for residential users. For commercial and industrial users, the fee is fifty dollars ($50.00) for the domestic line and one hundred dollars ($100.00) for the fire line. Customers are currently billed this fee proportionately on their regular utility bill, either monthly or quarterly. Based on discussions with NMB Water, backflow inspections are performed by vendors of the system. The Backflow Inspection fee update is based on the average costs of the two vendors conducting these inspections; Simply Backflows and All Fire Backflows. The price quoted for backflow inspections varies by meter size. Table 2 provides the annual quotes for each vendor along with the average and recommended Backflow Inspection monthly or quarterly fees.

Table 2 - Backflow Inspection

	Cost Data			Calculated Cost	
Description of Prevention Device	**All Fire Backflow**	**Simply Backflows**	**Average**	**Monthly**	**Quarterly**
<1-inch backflow	$65.00	$65.00	$65.00	$5.42	$16.25
1 inch to 2 inch	$70.00	$65.00	$67.50	$5.63	$16.88
3 inch to 4 inch	$75.00	$65.00	$70.00	$5.83	$17.50
5 inch to 6 inch	$85.00	$75.00	$80.00	$6.67	$20.00
8 inch	$95.00	$75.00	$85.00	$7.08	$21.25

Note: Fireline's consist of two backflow devices as such the fee for these lines is 2X.

2.4 Deposits

NMB Water, similar to most utilities, sends bills after service has been performed. Since there is a risk of non-payment, NMB Water requires a deposit when opening an account. To recover costs of service, the updated deposit methodology is based on two months of average water and sewer service. The calculation to determine the deposit for a 5/8" meter for both water and sewer is provided below. Where necessary, quarterly fees such as the base water and sewer minimum charges were converted to a monthly amount for purposes of calculating the deposit. Equivalent units were used to determine the deposit for other meter sizes. Deposits are based on meter size and thus are the same for commercial and residential customers. Consistent with current NMB Water Ordinance, it is recommended that tenant customers be charged an amount twice that of owners based on a higher risk of non-payment. Additionally, the existing Fireline water deposit amount of $100 is found to be sufficient and no change is recommended for this deposit amount. The calculation used to determine the water deposit amount is shown in Exhibit 1 and the recommended deposits, based on meter size, are shown in Table 3. Exhibit 2 and Table 4 provide the sewer calculation and recommended deposit amounts, respectively.

Exhibit 1 – Water Deposits

NMB Water

Miscellaneous Fees and Charges

Description:	Water Deposits
Applicability:	Calculates a deposit based on two months of average billing

Water 5/8" Description	**Units**	**Rate per Unit**	**Total**
Water Charges			
Base	1	$4.57	$4.47
Consumption	4	$3.82	$15.28
Subtotal			$19.85

Exhibit 1 – Water Deposits

Utility Tax	1	10%	$1.98
D.E.R.M. Fee	1	7.5%	$1.49
F.S. 180.191 Water/Sewer Surcharge	1	25.0%	$4.96
Excise Tax	1	10%	$2.48
Backflow Inspection Fee	1	$5.42	$5.42
Total Cost			$36.18
Adjustment (2X Monthly)			$72.36
Adjustment (Rounding)			($2.36)
Total Proposed Charge			$70.00
Existing Charge			$70.00

Table 3 – Water Deposits

Meter Size – Residential	Current	Proposed
5/8”	$70.00	$70.00
3/4”	$100.00	$70.00
1”	$160.00	$175.00
1 1/2”	$280.00	$350.00
2”		$560.00
3”		$1,120.00
4”		$1,750.00
6”		$3,500.00
8”		$5,600.00
10”		$8,050.00
Meter Size – Commercial	**Current**	**Proposed**
5/8”	$70.00	$70.00
3/4”	$135.00	$70.00
1”	$205.00	$175.00
1 1/2”	$405.00	$350.00
2”	$675.00	$560.00
3”	$1,350.00	$1,120.00
4”	$1,800.00	$1,750.00
6”	$2,700.00	$3,500.00
8”		$5,600.00
10”		$8,050.00
Fireline	$100.00	$100.00

Exhibit 2 – Sewer Deposits

NMB Water

Miscellaneous Fees and Charges

Description:	Sewer Deposits
Applicability:	Calculates a deposit based on two months of average billing

Sewer 5/8" Description	Units	Rate per Unit	Total
Sewer Minimum Charge			
Base	1	$11.50	$11.50
Consumption	3	$6.49	$19.47
Consumption	1	$7.49	$7.49
Subtotal			$38.46
F.S. 180.191 Water/Sewer Surcharge	1	25%	$9.62
D.E.R.M. Fee	1	7.5%	$2.88
Total Cost			$50.96
Adjustment (2X Monthly)			$101.92
Adjustment (Rounding)			($1.92)
Total Proposed Charge			$100.00
Existing Charge			$45.00

Table 4 – Sewer Deposits

Meter Size - Residential	Current	Proposed
5/8”	$45.00	$ 100.00
3/4”	$70.00	$ 100.00
1”	$105.00	$ 250.00
1 1/2”	$190.00	$ 500.00
2”		$ 800.00
3”		$ 1,600.00
4”		$ 2,500.00
6”		$ 5,000.00
8”		$ 8,000.00
10”		$ 11,500.00
Meter Size - Commercial	**Current**	**Proposed**
5/8”	$45.00	$ 100.00
3/4”	$90.00	$ 100.00
1”	$105.00	$ 250.00
1 1/2”	$180.00	$ 500.00
2”	$300.00	$ 800.00
3”	$600.00	$ 1,600.00
4”	$800.00	$ 2,500.00
6”	$1,200.00	$ 5,000.00
8”		$ 8,000.00
10”		$ 11,500.00

Table 5 – Benchmarks: Water and Sewer Deposit Comparison (5/8" Residential)		
Utility	**Water Deposit**	**Sewer Deposit**
Broward	$50	$65
Hollywood	$50	$75
Fort Lauderdale	$40	$70
Sarasota	$75	$75
Sunrise	$55	$70
Homestead	$35	$45
Florida Keys Aqueduct Authority	$90	
Cape Coral	$100	
Hallandale Beach	$200	
Palm Beach County	$110	
North Miami- Owner	$55	
North Miami- Tenant	$190	
Average of Comparable Utilities	**$88**	**$96**
NMB (current)	$70	$45
NMB (proposed) 2 month	$70	$100
NMB (proposed) 4 month-tenant	$140	$200

It's recommended that the water and sewer deposits for residential tenant customers be twice the amount for residential owner customers.

2.5 Meter Inspection

A meter inspection is generally performed at the request of the customer in anticipation of a meter error resulting in a high bill. It is recommended that the meter inspection fee cover the costs of both labor and equipment necessary to complete a meter inspection. The Meter Inspection fees should be charged in cases where the meter inspection did not find an error or problem with the meter. City Ordinance Chapter XIX establishes this threshold as a meter over registering by two percent (2%). The meter inspection process involves traveling to the site, removing the meter and taking it to an NMB Water facility for testing, and time to replace the meter in service after testing. The average time spent conducting these activities and the vehicle expense are used to calculate an updated meter inspection fee. The calculation for determining the actual meter costs of approximately $90 is shown in Exhibit 3. Based on discussions with NMB Water, in order to be consistent with other local communities a fee of $50, which is less than estimated costs, is proposed. This can be applied to all meter sizes. This is an increase from the $1 fee currently in place. Meter inspection fees for other utilities are also provided in Table 6.

Exhibit 3 – Meter Inspection Charges

NMB Water

Miscellaneous Fees and Charges

Description:	Meter Inspections
Applicability:	Recovers costs associated with the meter inspection process

Description	Units	Rate per Unit	Total
Personnel Expense:			
Field Labor	1.25 hours	$56.14	$70.18
Equipment Expense:			
Vehicle Expense	1.25 hours	$15.35	$19.19
Total Service Cost			$89.36
Total Proposed Charge			$50.00
Existing Charge			$1.00

Table 6 - Benchmarks: Meter Inspection Charges	
Broward County	$30
Hollywood*	$50
Hallandale Beach (per hour)	$20
Fort Lauderdale (1st Test/$70 for additional test)	$16
Sarasota	$25
Palm Beach County*	$70
Miami-Dade County	$50
Florida Keys Aqueduct Authority	$30
NMB (Current)	$1
NMB (Proposed)	$50
* Varies by meter size; fee shown for 5/8" meter	
Hollywood increases to $150 for 3" meter or greater	
Palm Beach charges actual costs for 2" meter or greater	

2.6 Delinquent Account Shutoff and Restoring Service

Accounts become eligible for service disconnect when they are 30-days past due. The costs associated with disconnecting and reconnecting the meter are recovered through the Delinquent Account Shutoff and Restoring Service fees. The fees are meant to discourage non-payment and recover costs associated with field labor, customer service, and vehicle expense required for service shutoff and restoration. The calculation of these fees is shown below. On average, each time a meter is shutoff or restored it involves fifteen minutes of labor and vehicle time as well as 15 minutes of time spent by customer service. Consideration was also given to the fact that multiple disconnections or reconnections are sometimes performed on one trip. Customer service time includes time on the phone with the account and time spent creating work orders. Below, in Exhibit 4, are the assumptions to develop the fee update, which is an increase from the $25 fee currently in place. In some instances, and in some cases deliberately, a meter may not be accessible for service disconnect. As such, it is recommended that the fee be applied each instance that someone from NMB Water must travel to the site of the meter whether it is for turning off or restoring service. It is estimated that 90% of the accounts are restored in the next few days after being turned off for delinquency. Delinquent Account fees implemented by other utilities are provided in Table 7.

NMB Water Ordinance, Chapter 19-112.3, uses the Account Shutoff to charge for special visits to a property. The specific code currently states the following: "There shall be a twenty-five ($25.00) dollar charge for each visit to the property by a City representative other than for regular meter readings which may include but is not limited to the following: additional reading attempts (i.e. due to no meter access), multiple attempts to turn meter off or on due to no access or water running, notification of delinquency, and collection of a payment." The updated Delinquent Account Shutoff and Restoring Service fee should also be applied to other special site visits as established in the above Ordinance.

Exhibit 4 - Delinquent Account Shutoff and Restoring Service

NMB Water

Miscellaneous Fees and Charges

Description:	Delinquent Account Shutoff
Applicability:	Recovers costs associated with shutting off and restoring service to delinquent customers; the fee is price per visit

Description	Units	Rate per Unit	Total
Personnel Expense:			
Labor	0.25	$56.14	$14.04
Customer Service	0.25	$56.14	$14.04
Subtotal			$28.07
Equipment Expense:			
Vehicle Expense	0.25	$15.35	$3.84
Total Service Cost			$31.91
Rounding Adjustment			($1.91)
Total Proposed Charge (Per Visit)			$30.00
Existing Charge			$25.00

Table 7 - Benchmarks: Delinquent Account (Shutting Off and Restoring Service)	
Broward County (Reconnect/Disconnect)	$25/$25
Hollywood (Reconnect/Disconnect)	$25/$35
Hallandale Beach (Reconnect/Disconnect)*	$40/$40
Fort Lauderdale (Reconnect/Disconnect)	$20/$20
Sarasota (Reconnect/Disconnect)	$25/$25
Palm Beach County (Reactivation/Deactivation)	$35/$0
Cape Coral (Reconnect/Disconnect)	$20/$20
Sunrise (Turn on/ Disconnect)	$15/$50
Miami-Dade County (Reconnect/Disconnect)	$35/$50
Homestead (Reconnect)	$30
Florida Keys Aqueduct Authority (Reactivation/Deactivation)	$25/$50
North Miami (Turn On)	$30
NMB (Current Reconnect/Disconnect)	$25/$25
NMB (Proposed Reconnect/Disconnect)	$30/$30

Note*- Hallandale Beach fee is $20 for reconnect/disconnect if at customers request.

2.7 Surcharge on Delinquent Accounts

North Miami Beach Ordinance, Chapter 19-12.4 sates, “A late or surcharge shall automatically be imposed upon all delinquent customers of potable water in the amount of ten (10%) percent of the prior billing cycle's water charges or of any outstanding previous balance due at the time of each billing, whichever is lower, and the surcharge shall be added on at the time of billing and shall be due and owing to the City by the delinquent customer.” There is no recommended change to the Surcharge on Delinquent Accounts.

2.8 Tampering Charge

NMB Water does not currently maintain a charge for tampering with system equipment. NMB Water does maintain a broken lock charge of $25.00 for instances when a customer removes an NMB Water lock and restores disconnected service, however, this fee has not proved sufficient to prevent meter tampering. It is recommended that a new Tampering Charge be implemented to provide disincentive for customers interfering with or altering system equipment. Tampering could include connections that are made in violation of Utility policies or any alteration to Utility equipment or service. The fee should be significant enough to discourage such practices. The recommended fees, shown in Table 8, are based on Tampering Charges adopted by other regional utilities. An inclining fee based on repeated offenses is consistent with how other utilities structure this fee. Table 9 provides the tampering charges implemented by other regional utilities.

Table 8 - Tampering Charges

1st Offense	$250
2nd Offense	$500
3rd Offense	$750

Table 9 - Benchmarks: Tampering Charges

Broward	Destruction of Meter or Tampering	$100
Hollywood	Penalty and Administration Fee	$75
Hallandale Beach	Metered Water: First Occurrence	$150
	Metered Water: Two or More Occurrences	$300
	Unmetered Water	$500
Fort Lauderdale	First Offense	$75
	Second Offense	$350
Sarasota	First Occurrence	$150
	Subsequent Occurrences	$300
Cape Coral	First Offense	$250
	Second Offense	$500
	Third Offense	$750
Sunrise	Tampering Charge	$100
North Miami	Illegal Device	$500
Miami-Dade County	Tampering Violation	$250
Homestead	Tampering Charge	$100
Florida Keys Aqueduct Authority	Investigation Charge (Unauthorized Turn-On)	$75
	Tampering Charge	$150
	Repeat Occurrence	$300
NMB Water (Proposed)	1st Offense	$250
	2nd Offense	$500
	3rd Offense	$750

2.9 Credit Card Fee

NMB Water incurs significant credit card processing fees when customers pay their bills using a credit card. While offering this service makes bill payment more convenient for customers, NMB Water is not directly recovering credit card processing costs. Based on review of their utility credit card processing charges, it is recommended that NMB Water charge the higher of a fixed fee of $4.95 per credit card transaction or 2% of the amount being paid. The fees charged by credit card companies and the fees charged by other utilities are shown in Table 10 and Table 11, respectively. It is important to note that there is no processing fee for other methods of payment such as debit cards or personal checks.

Table 10 - Average Credit Card Processing Fees	
MasterCard	1.55% - 2.6%
Visa	1.43% - 2.4%
Discover	1.56% - 2.3%
American Express	2.50% - 3.5%

Table 11 - Benchmarks: Credit Card Processing Fees	
Miami-Dade County	$3.95
Pinellas County	$3.75
City of North Miami	$4.95
NMB Water (Proposed)	Higher of $4.95 or 2% of the amount being paid

2.10 Lateral Blockage Charge

NMB Water provides services to remove blockage in sanitary sewer laterals serving properties. The services include line inspection, cleaning and debris removal. This typically involves two persons performing the service over a three-hour time period. The updated fee calculation, shown in the below exhibit, includes the labor time as well as an expense related to the truck used by the technicians. The current charge is $100 if the service is performed during regular hours and $150 if performed during after hours, weekends or holidays.

Exhibit 5 – Lateral Blockage Charge

NMB Water

Miscellaneous Fees and Charges

Description:	Lateral Blockages - Wastewater Service Line Clearing Charge
Applicability:	Recovers costs associated with line inspection, cleaning, and debris removal.

Description	Units	Rate per Unit	Total
Personnel Expense:			
Labor	6	$56.14	$336.84
Equipment Expense:			
Vehicle Expense	3	$15.35	$46.05
Total Service Cost			$382.89
Rounding Adjustment			($2.89)

Exhibit 5 – Lateral Blockage Charge	
Total Proposed Charge (Per Visit)	$380.00
Existing Charge	$100.00

Table 12 – Lateral Blockage Charge Fees		
NMB Water	Current	Proposed
Regular Hours	$100.00	$380.00
After Hours	$150.00	$570.00

2.11 Plan Review Service Fees

NMB Water provides certain fees related to planning review services. The recommended fees are the fees currently charged by Miami-Dade County. Based on a review of these fees with NMB Water staff, the fees were determined to be reasonable to recover the costs associated with these services.

Table 13 – Plan Review Service Fees		
Fee Description	**Cost Per review / Per occurrence ($)**	
	Original Fee	**Suggested Fee**
PLAN REVIEW SERVICES		
Lateral Connections	$125.00	$125.00
Water Services, F.H., Main Extension <50 Ft.	$125.00	$125.00
Main Extensions over 50 Ft. (1 dry run and final)	$300.00	$400.00
As-Built Review (WATER & SEWER)	$100.00	$150.00
Additional Reviews (dry runs & as-builts)	$50.00	$75.00
New – RESIDENTIAL (impact, fireflow, sewer)	$50.00	$50.00
New – Commercial/Condo (impact, fireflow, sewer) Base Fee	$100.00	$100.00
New – Commercial/Condo (impact, fireflow, sewer) Buildings Greater than TWO (2) floors pays base plus $15 per floor	$15.00	$15.00

MISCELLANEOUS FEE REVIEW

Table 13 – Plan Review Service Fees		
Fee Description	**Cost Per review / Per occurrence ($)**	
	Original Fee	**Suggested Fee**
Calculation of Fee Estimate Reviews	$50.00	$100.00
Expedited Plan Review – First Hour $190	$50.00	$190.00
Expedited Plan Review – Additional Hours $65/hr	$50.00	$65.00
Material Submittal Review (Per Packet)	$150.00	$150.00
Agreement Type: (EASEMENT WATER & SEWER) (Per Packet)	$125.00	$150.00
FORMS		
Conveyance Package (i.e. Bill of Sale)	$50.00	$50.00
Water / Sewer Availability Letter	$25.00	$35.00
Demolition / Removal of Meter Letter	$25.00	$35.00
COPIES		
Hardcopy Prints (24” x 36” prints) (per sheet)	$5.00	$5.00
Letter / Legal / Ledger Copies (per copy)	$0.15	$0.15
Other services such as research and scanning based on time incurred; first 30 minutes at no charge, fee is for each additional 15 minutes thereafter.	N/A	$33.00 per 15 minutes (first 30 minutes at no charge)
METERS		
Temporary Construction Meters	$1,000.00	$1,000.00
INSPECTIONS		
Water / Sewer - SERVICES	$25	$125.00
Re–Inspection – SERVICES Per Revisit	$25	$35.00

MISCELLANEOUS FEE REVIEW

Table 13 – Plan Review Service Fees		
Fee Description	**Cost Per review / Per occurrence ($)**	
	Original Fee	**Suggested Fee**
Project Inspection Services (Cancellation)	$25	$25.00
Project Inspection Services AFTERHOURS (3 HR MIN)	$280.00	$280.00
Project Inspection Services AFTERHOURS $90/hr after 3 hr Min	$90.00	$90.00

3. Findings and Recommendations

- NMB Water currently has in place and implements certain miscellaneous charges for the water and sewer system. These charges are defined in City Ordinance Chapter 19.

- Based on our review of NMB Water's data, industry standards, and fees charged by other water and sewer providers, it is recommended NMB Water consider modifying and increasing some of the existing charges, as summarized in Table 1.

- Through the course of this study, new miscellaneous fees were identified, specifically a series of escalating Tampering Charges and a Credit Card processing fee. NMB Water should consider adopting these new fees.

- The miscellaneous fees proposed herein are reasonable when compared to fees and charges of other regional water and sewer providers.

- A comprehensive review of miscellaneous fees should be completed at least every three (3) years or whenever a significant change occurs such as changes in cost, utility operations, regulations, technical aspects or the method of delivering utility service.

Arcadis U.S., Inc.

2301 Maitland Center Parkway Suite 244

Maitland, Florida 32751

Tel 407-927-3536

www.arcadis.com

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:	Shereece George-Depusoir, Chief Procurement Officer
VIA:	Andrew Plotkin, Interim City Manager
DATE:	July 15, 2025

RE: Ordinance No. 2025-07 (First Reading) Unsolicited Proposals Process (Shereece George Depusoir, Chief Procurement Officer)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Ordinance
- Checklist
- Ordinance 2018-11
- HB 781

TO: City Attorneys
Joseph Geller, Greenspoon Marder, LLP
Ahmand Johnson, Esq. Greenspoon Marder, LLP

FROM: Shereece George Depusoir, Chief Procurement Officer

SUBJECT: Modification of City of North Miami Beach - Chapter III of the Code of Ordinances, Entitled “Purchasing”, Section 3.5 “Public, Private, Partnership”

Purpose

The purpose of this ordinance is to establish a legally compliant, transparent process for the receipt, review, and evaluation of unsolicited proposals submitted by private entities for public-private partnership (P3) projects, as authorized by Florida Statute § 255.065.

City’s Intent

This ordinance ensures that the City is aligned with the 2024 legislative update enacted through House Bill 781, effective July 1, 2024, which amended § 255.065 to further clarify and enhance the procedures governing unsolicited proposals. Key improvements under HB 781 include updated requirements for proposal completeness, clearer timelines for supplemental evaluation fees, and reinforced public transparency obligations, such as mandatory disclosures and meeting protocols.

The ordinance enables the City to:

- Receive qualifying proposals from the private sector that address public needs (e.g., infrastructure, utilities, transportation)
- Evaluate such proposals under a clear statutory framework
- Conduct public interest determinations and manage optional competitive solicitations
- Enter into comprehensive agreements with appropriate safeguards and financial planning

By adopting this ordinance in accordance with § 255.065 as amended by HB 781, the City ensures:

- Legal compliance with the most current state law
- Process integrity, fiscal accountability, and public transparency
- Expanded opportunities for innovation, private-sector expertise, and public value

This ordinance positions the City to leverage private capital and capabilities to meet critical infrastructure and service needs efficiently and responsibly.

ORDINANCE NO. [XXXX-XX]

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF CITY OF NORTH MIAMI BEACH, FLORIDA, ESTABLISHING A PROCEDURE FOR RECEIVING, ACCEPTING, AND EVALUATING UNSOLICITED PROPOSALS FOR QUALIFYING PROJECTS PURSUANT TO FLORIDA STATUTES § 255.065; PROVIDING DEFINITIONS; ESTABLISHING REQUIREMENTS FOR REVIEW, PUBLIC INTEREST DETERMINATION, COMPETITIVE SOLICITATION, PROFESSIONAL REVIEW, AGREEMENT EXECUTION, AND CONFIDENTIALITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Florida Statutes § 255.065 authorizes public entities to enter into public-private partnership agreements for qualifying projects initiated by unsolicited proposals; and

WHEREAS, the City previously amended Chapter III of the Code of Ordinances, Entitled "Purchasing", Section 3.5 "Public, Private, Partnership" via Ordinance 2018-11; and

WHEREAS, House Bill 781 effective July 1, 2024, amended s.255.065, F.S.; authorizing, rather than requiring, a responsible public entity to facilitate the acceptance and evaluation of an unsolicited proposal in accordance to the guidelines amended; and

WHEREAS, the Mayor and Commission finds it necessary and in the public interest to establish a formal process for receiving, evaluating, and approving unsolicited proposals; and

WHEREAS, this ordinance is intended to encourage innovation, leverage private sector investment, and ensure transparency and public benefit in such projects;

WHEREAS, the City Commission deems it to be in the public interest to adopt this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Commission of the City of North Miami Beach, Florida, as follows:

Section 1. **The foregoing findings and recitals are true and correct and incorporated herein by reference.**

Section 2. That Chapter III of the Code of the City of Ordinances of the City of North Miami Beach, Florida, titled "Purchasing" is hereby amended as follows:

3-5 - PUBLIC-PRIVATE PARTNERSHIPS (P3).

3-5.1 Purpose, ~~Scope and Applicability~~ and Intent

The City hereby adopts Section 255.065, Florida Statutes, entitled "Public-Private Partnerships; public records and public meetings exemptions" as amended. A public-private partnership ("P3") is a contractual agreement between a public agency (federal, state or local) and a private sector person or entity organized for the purpose of timely delivering services or facilities in a cost-effective manner that might not otherwise be possible using traditional sources of public procurement. This ordinance establishes a clear and uniform process for the receipt, evaluation, and disposition of unsolicited proposals submitted by private entities for qualifying P3 projects, pursuant to Section 255.065, Florida Statutes. ~~Through this contractual agreement, the assets and professional skills of each sector (public and private) are shared and leveraged to deliver a service or facility to be used by the general public. Each sector shares in the potential risks of the timely and efficient delivery and operations of the service or facility. For a qualifying project/unsolicited proposal to be considered by the City, all parties must comply with this section and any adopted Guidelines for P3 Applications and Evaluation Process (hereinafter "Guidelines").~~

3-5.2 Proposals.

A. Solicited Proposals.

1. The City may advertise for competitive proposals for a P3 project. The terms, evaluation criteria and selection process shall be outlined in the solicitation which may be made by a request for proposals, invitation to negotiate or other method as deemed appropriate by the City Manager and hereinafter referred to as a "solicitation".

2. Responses to a solicitation shall comply with all requirements of the soliciting document(s) and shall comply with any applicable laws, statutes, rules, regulations, adopted guidelines, and ordinances pertaining thereto.

3. All responses to a solicitation for a P3 project shall be evaluated by the City as set forth in its guidelines. Final award decisions for P3 projects initiated by a solicitation shall be made by the City Commission, and as determined to be in the best interests of the City.

B. Unsolicited Proposals.

1. Definitions. As used in this ordinance:

(a) Qualifying Project: As defined in Florida Statutes § 255.065(1)(i), including infrastructure facilities such as public buildings, transportation, water treatment, utilities, technology systems, and similar assets.

(b) Unsolicited Proposal: A written proposal for a qualifying project submitted by a private entity without prior formal solicitation.

(c) Comprehensive Agreement: The final binding agreement entered into between the municipality and a private entity, pursuant to § 255.065(7).

~~1. Any proposals received without issuance of a solicitation, shall be treated as an unsolicited proposal and may be evaluated as prescribed in its guidelines. All proposals submitted shall be submitted in accordance with the requirements set forth in Section 255.065, Florida Statutes. The City Manager shall have thirty (30) days to accept or reject any unsolicited proposals.~~

2. Submission Requirements. Pursuant to § 255.065(3), private entities submitting unsolicited proposals must:

(a) Provide a detailed conceptual proposal including design, schedule, financial terms, and public benefit.

(b) Submit an application fee in an amount established by resolution of the City Commission. The fee shall be used to offset the cost of processing, reviewing, and evaluating the proposal.

(c) Pay any additional review costs if the municipality deems the initial fee insufficient, in accordance with § 255.065(3)(d).

~~2. Contemporaneously with the submission of an unsolicited proposal, the proposer shall pay an initial unsolicited proposal application fee to the City in the amount of five thousand ($5,000.00) dollars, or such other amount as the guidelines may prescribe, to cover the costs of processing, reviewing and evaluating the proposal, including the fees and costs for private consultants to assist in the evaluation. Upon acceptance of the unsolicited proposal the initial unsolicited proposal application fee is non-refundable. The City shall require additional fees from the proposer if the initial unsolicited proposal application fee is insufficient to pay for the City's evaluation costs.~~

3. Evaluation Procedure

(a) Qualifying Project Determination. The City Manager or designee shall determine whether the proposal qualifies under § 255.065(1)(i).

(b) Public Interest Determination. If the municipality elects not to conduct a competitive solicitation, it shall follow the process in § 255.065(3)(b):

(i) Hold two public meetings:

A. First for presentation and public comment; and

B. Second for determination of public interest based upon benefits to the City, the proposer's qualifications, project costs, and public input.

(ii) Publish the written public interest determination in the Florida Administrative Register at least 7 days before entering into an agreement.

(c) Competitive Solicitation Option. In lieu of public interest determination, the municipality may issue a public notice under § 255.065(5), soliciting competing proposals for a period of 21 to 120 days, any such other time period as may be determined by majority vote of the Commission.

(d) Professional Review. Pursuant to § 255.065(3)(a), if the proposal involves architectural, engineering, or landscape design services, the municipality must obtain a professional review by a licensed expert to ensure compliance with quality, safety, sustainability, and functional requirements.

(e) Comprehensive Agreement Requirements. Before execution of a comprehensive agreement under § 255.065(7), the agreement must ensure:

(i) Public ownership of the facility upon completion, expiration, or early termination (§ 255.065(7)(b)).

(ii) Protections against cost overruns and service disruptions (§ 255.065(7)(d)).

(iii) Flexibility for future capacity expansion (§ 255.065(7)(e)).

(iv) A reasonable financial plan including revenue sources and cash-flow analysis (§ 255.065(7)(i)).

(f) Confidentiality. All documents and records related to an unsolicited proposal are exempt from public disclosure until:

(i) The municipality issues a public notice of acceptance; or

(ii) 30 days has elapsed since the close of the competitive proposal period. An unsolicited proposal is exempt for no longer than 90 days after the initial notice by the responsible public entity's acceptance of a proposal, or rejecting all proposals.

~~**3. If the City Manager determines that it is interested in further considering any unsolicited proposal, it shall publish a notice of receipt of same and invite competing bids during a competitive bidding period. The advertising period of the notice of receipt and inviting competing bids shall not be less than thirty (30) days after the initial date of publication. The publication shall be accomplished in a manner that encourages competition to provide private entities interested in submitting alternative and perhaps competing proposals a reasonable opportunity to submit a bid.**~~

~~**4. Bidders submitting competitive bids in response to the notice of receipt shall comply with the requirements specified in the notice and pay a bid application fee as specified in the notice or the guidelines. The amount of the application fee shall be determined by the City Manager, on a case by case basis, and be reasonably calculated to cover the costs to be incurred by the City. The initial proposer(s) shall also submit a bid in response to the notice providing such**~~

~~**further details about the unsolicited proposal as may be required by the notice. The initial proposer(s) shall receive a credit against the bid application fee for its initial unsolicited proposal application fee.**~~

4. Bidders shall comply with all requirements of the notice of receipt as well as with any applicable laws, statutes, rules, regulations, adopted guidelines, and ordinances pertaining thereto.

5. All unsolicited proposals and bids for a P3 project shall be evaluated by the City consistent with Section 255.065, Florida Statutes, and its guidelines. Final award decisions for P3 projects shall be made by the City Commission, and as determined to be in the best interests of the City.

Section 3. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. If any section, subsection, clause or provision of this ordinance is held invalid the remainder shall not be affected by such invalidity.

Section 5. It is the intention of the City Commission of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or re-lettered to accomplish this intention and the word "Ordinance" may be changed to "Section", "Article" or other appropriate word as the codifier may deem fit.

Section 6. This Ordinance shall become effective 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 **17th day of June 2025**.

ATTEST:

ANDRISE BERNARD, MMC	MICHAEL JOSEPH
CITY CLERK	MAYOR

(CITY SEAL)

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

GREENSPOON MARDER, LLP.

By: _____

CITY ATTORNEYS

Sponsored by: Mayor & Commission

PROCUREMENT MANAGEMENT DEPARTMENT

🏛 Unsolicited Proposal Process – Florida Statute § 255.065 (2024 Update)

CHECKLIST

☑ Step 1: Submit Proposal

Include Required Elements (§ 255.065(3), (3)(c), (3)(d))

- ☐ Description of the Qualifying Project
- ☐ Conceptual Design
- ☐ Financial and Schedule Details
- ☐ Statement of Public Benefit

→ Proceed to Step 2 once the proposal is complete.

💲 Step 2: Submit Application Fee

- ☐ Send formal letter acknowledging receipt
- ☐ Submit application fee as required

→ Proceed to Step 3.

➕ Step 3: Supplemental Evaluation Fee (If Needed)

- ☐ If more funds are needed for review, a written request is issued.
- ☐ Proposer must submit additional funds **within 30 days** (§ 255.065(3)(d)).

→ Proceed to Step 4 once payment is received.

🔍 Step 4: Initial Review – Qualifying Project Determination

Determine if the project meets criteria (§ 255.065(1)(i), (3)(a), (4))

☑ Must:

- ☐ Serve a public purpose
- ☐ Fall under types listed (e.g., buildings, utilities, transport, water)

➡ If project qualifies, proceed to Step 5. If not, notify proposer and terminate process.

🔀 Step 5: Choose Path Forward

Choose **ONE** of the following tracks:

☐ **A. Competitive Solicitation Required**

➡ Go to **Step 5A**

☐ **B. Public Interest Determination (No Competition)**

➡ Go to **Step 5B**

📣 Step 5A: Competitive Solicitation Process (§ 255.065(3)(a), (5))

If City opts for competition:

- ☐ Publish notice in the Florida Administrative Register & local newspaper
- ☐ Accept competing proposals for **21–120 days**

➡ After notice period, evaluate proposals and proceed to Step 6.

📜 Step 5B: Public Interest Determination (Skip Competition) (§ 255.065(3)(b))

Hold Two Public Meetings:

1. ☐ **Presentation Meeting** – Present proposal, public comment
2. ☐ **Deliberation Meeting** – Decide if it's in public interest

Consider the following:

- ☐ Public need and benefit
- ☐ Cost/funding sources
- ☐ Proposer qualifications
- ☐ Public feedback

Disclosure Requirement:

- □ Publish determination & justification in Florida Administrative Register for **at least 7 days** before proceeding

→ **If approved, proceed to Step 6.**

🏛️ Step 6: Professional Review (if applicable) (§ 255.065(6)(c))

Required if project includes design/construction services:

- □ Engage licensed professionals to review:
  - Design standards compliance
  - Cost/space efficiency
  - Sustainability & performance

→ **Once review is complete, proceed to Step 7.**

📜 Step 7: Draft and Execute Comprehensive Agreement (§ 255.065(7))

Agreement **must** include:

- □ **Ownership Clause** – Public ownership at completion or termination
- □ **Risk Mitigation** – Safeguards in case of default/failure
- □ **Capacity Expansion** – Plan for future scalability
- □ **Financial Plan** – Revenue, cash flow, debt instruments, timing

✅ **Once executed, implementation may begin.**

📌 Tips for Seamless Navigation

- Always **track statute references** for compliance.
- Maintain **clear records** of communications and submissions.

ORDINANCE NO. 2018-11

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING CHAPTER III OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ENTITLED "PURCHASING" BY CHANGING ALL REFERENCES TO "CITY COUNCIL" TO "CITY COMMISSION"; AMENDING SECTION 3-1.4 "DEFINITIONS", SECTION 3-2.2 "SCOPE OF PURCHASING AUTHORITY", SECTION 3-3.3 "SALES OF PROPERTY", SECTION 3-3.4 "NOTICE INVITING BIDS", SECTION 3-3.6 "SEALED BIDS", 3-4.3 "USE OF GOVERNMENTAL ENTITIES' CONTRACTS", SECTION 3-4.5 "EXEMPTIONS FROM BIDDING", AND ADDING SECTION 3-3.20 "CHANGE ORDERS", SECTION 3-4.6 "DONATIONS/IN-KIND SERVICES", AND SECTION 3-5 "PUBLIC-PRIVATE PARTNERSHIPS"; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach ("City") Purchasing Ordinance requires amendments as the result of changes in Florida law, the City's Charter, and to continue to be in-line with procurement industry standards and best practices; and

WHEREAS, the proposed amendments to the Purchasing Ordinance include non-substantive and stylistic changes throughout which change the reference from "City Council" to "City Commission," correct the definition of Purchasing Agent, remove "in a local newspaper" from the definition of competitive sealed bid, amend sealed bid requirements to be consistent with Florida law, clarify the language governing the use of other governmental entities' contracts and combine and clarify former Section 3-4.6 *Surplus, Obsolete, or Broken Stock or Equipment* with former Section 3-3.3 *Sales of Property* into one section; and

WHEREAS, Section 3-2.2 *Scope of Purchasing Authority* has been amended to allow information for prospective vendors to be placed on the City's website; and

WHEREAS, Section 3-3.4 *Notice Inviting Bids* has been amended to permit electronic notices and advertisement when permitted by law; and

WHEREAS, Section 3-3.20 *Change Orders*, has been created and gives the City Manager authority to approve 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 10% of the contract cost or $50,000.00, whichever is less; and

WHEREAS, Section 3-4.5 *Exemptions from Bidding* has been amended to clarify the utility service exemption and adds cable and satellite television, purchases from other public entities, membership dues, medical services, teacher, training and specialized instructors, and direct materials that are included as part of a construction contract as purchases that are exempt from competitive bidding; and

WHEREAS, Section 3-4.6 *Surplus, Obsolete, or Broken Stock or Equipment* to *Donations/In-Kind Services* has been changed to allow for acceptance of donations and in-kind services up to ten thousand ($10,000.00) dollars when not offered for a City sponsored event and up to twenty-five thousand ($25,000.00) dollars for any City sponsored events, donations/in kind services that are more than the amount provided herein shall require City Commission approval; and

WHEREAS, Section 3-5 *Public-Private Partnerships* has been created to establish guidelines for acceptance of solicited and unsolicited proposals for public-private partnerships, the proposed guidelines require all submissions comply with Section 255.065, *Florida Statutes*, unsolicited proposals shall include an application fee of five thousand ($5,000.00) dollars, minimum thirty (30) day noticing requirement and all public-private partnerships shall be subject to City Commission approval; and

WHEREAS, the Mayor and City Commission find it to be in the best interests of the health, safety, and welfare of its residents to amend the Purchasing Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Commission of the City of North Miami Beach, Florida:

Section 1. The foregoing recitals are true and correct.

Section 2. That Chapter III of the Code of the City of Ordinances of the City of North Miami Beach, Florida, titled "Purchasing" is hereby amended as follows:

CHAPTER III – PURCHASING

3-1 - GENERAL PROVISIONS.

3-1.1 Established.

The purchasing policy of the City of North Miami Beach is established by Chapter III, Purchasing, of the Code of the City of North Miami Beach, Florida, the City ~~Council~~ Commission, and the City Manager.

* * *

3-1.4 Definitions.

For the purposes of this chapter, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the content, words used in the present tense include future, words in plural number include singular number, and words in singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Bond shall mean a three party contract in which the issuer of the bond guarantees the faithful performance of a contract and the payment of all material and labor bills incidental thereto.

Boycott shall mean to blacklist, divest from, or otherwise refuse to deal with a nation or country, or to blacklist or otherwise refuse to deal with a person or entity when the action is

based on race, color, religion, gender, or national origin of the person or entity. The term boycott does not include a decision based upon business or economic reasons, or boycotts, embargoes, trade restrictions, or divestments that are specifically authorized or required by federal law or state law.

Business shall mean any sole proprietorship, organization, association, corporation, limited liability partnership, limited liability company, or other entity or business association, including wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations awarded a contract pursuant to this article.

City shall mean the City of North Miami Beach, Florida.

City ~~Council~~ Commission shall mean the City ~~Council~~ Commission of the City of North Miami Beach, Florida.

City Manager shall mean the City Manager or designee of the City of North Miami Beach, Florida.

Competitive quotations or *comparative prices* shall mean and include the submission of prices by individuals or firms competing for the privilege or right to supply merchandise or services involving dollar amounts less than that for which competitive sealed bidding, or competitive sealed proposals is required.

Competitive sealed bid, formal bid, or *request for proposals* shall mean and include the process of advertising ~~in a local newspaper~~, preparing specifications, mailing invitations to bid, or requests for proposals or qualifications, and publicly opening the sealed bids or proposals at a certain time and date, evaluating the bids or proposals, and awarding the bid to the lowest responsive, responsible bidder meeting specifications, or the proposal to whoever best meets the specifications and the needs of the City.

Construction shall mean the process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

Contractual Services shall mean and include all telephone, gas, water, electric light and concessions, rental, repair or maintenance of equipment, machinery and other City-owned property, and other like services. The term contractual services shall differ from professional services, which are unique in their nature and handled differently.

Design build shall mean a construction process whereby a partnership, corporation, or other legal entity certified under Florida Statutes as a registered general or building contractor to practice engineering, or architecture, enters into a single contract for the design and construction of a public construction project.

Guaranteed Energy Savings Contract shall mean a contract for the evaluation and recommendation of energy conservation measures, including the design and installation of equipment to implement one (1) or more of such measures. The contract may cover repair or replacement of existing equipment, professional fees, and financing charges to be paid from the energy savings.

Person shall mean any business, individual, partnership, joint venture, other organization, or group of individuals.

Professional services and consultant shall mean and include those services performed by any architect, landscape architect, land surveyor, engineer, property appraiser, health care professional, accountant, consultant, scientist, artist, or any profession regulated by the State of Florida.

Purchasing Agent shall mean the Chief Procurement ~~Purchasing~~ Officer, as designated by the City Manager, of the City of North Miami Beach, Florida.

Request for quotation shall mean a request for an informal verbal or written price quotation from a supplier of materials or services.

Responsible bidder or proposer shall mean a person who, as determined by the City Manager or designee, has the capability in all respects to perform fully the contract requirements, and who has the perseverance, experience, integrity, reliability, capacity, facilities, equipment, credit, and financial strength which will assure good-faith performance.

Responsive bidder or proposer shall mean a person who has submitted a bid which conforms in all material respects to the invitation to bid or request for proposals.

Sole source shall mean supplies and services, such as unique, patented, or franchised supplies or services only available from one (1) source, as determined by the Purchasing Agent after conducting a good faith review of available sources.

Specifications shall mean any description of the physical or functional characteristics, or of the nature of materials, equipment, or services. It may include a description of any requirement for inspecting, testing, preparing, or delivering. It may include requirements of the provider of such materials, equipment, or services.

Supplies shall mean and include all supplies, materials, equipment and motor vehicles.

Using Agency shall mean any department, division, official board, commission, or sponsored group or individual of the City government using supplies or procuring contractual or professional services as provided for in this chapter.

3-2 - PURCHASING AGENT.

* * *

3-2.2 Scope of Purchasing Authority.

The Purchasing Agent shall have the power and duty:

a. *Supplies, Services and Construction.* Consistent with this chapter, to enact regulations governing the procurement, management, control, and disposal of any and all supplies, services, and construction to be procured by the City, subject to the approval of the City Manager.

b. *Purchase or Contract.* To perform the duties specified in connection with the purchase or contract for all supplies and contractual and professional services needed by any using agency which derives its support wholly or in part from the City, when authorized, in accordance with purchasing procedures as prescribed by this chapter and the Policies and Procedures Manual, and such rules and regulations as may be adopted for the internal management and operation of the Purchasing Division and such other rules and regulations as shall be prescribed by the City Manager.

c. *Exceptions Prohibited.* The authority of the Purchasing Agent to negotiate or cause to be negotiated all purchases for all using agencies shall not be abridged, except as required by Charter.

d. *Unauthorized Purchases.* Except as herein provided, purchases made without the written consent of the Purchasing Agent shall be considered illegal, and shall be referred to the City Manager for judgment as to penalty in accordance with general penalty provision set forth in the Policies and Procedures Manual. Except as herein provided, it

shall be illegal for any City officer, employee, or other person to order the purchase of any materials, supplies, or services.

e. *Disqualification of Bidders.* The Purchasing Agent shall have the authority with the consent of the City Manager to declare vendors who default their quotations as irresponsible bidders, and to disqualify them from receiving any business from the City for a stated period of time.

f. *Requisitions and Estimates.* All using agencies, either by or with the authorization of the head of the department under which the using agency operates, shall file with the Purchasing Agent detailed requisitions or estimates of their requirements in supplies and services in such manner, at such time, and for such future period as the Purchasing Agent shall prescribe.

g. *Intergovernmental Cooperation.* The City declares its intent to cooperate with the Federal Surplus Property Program, State, County and municipal cooperative purchasing programs. The City may purchase off any current contract of another government entity established by a formal competitive sealed bid or proposal process, and any other similar programs, including GSA contracts and State of Florida Agreements that will provide the City with low cost, quality equipment, materials, supplies, and services. The Purchasing Agent shall have the authority, in accordance with subsection 3-3.14 to approve purchase orders for all purchases made through other government entities' competitive sealed bids which have been awarded to the lowest responsive, responsible bidder meeting specifications.

h. *Policies and Procedures Manual.* The Purchasing Agent, with the assistance, cooperation, and input of the using departments and divisions and in accordance with subsection 3-4.11, shall prepare for approval of the City Manager a Policies and Procedures Manual, which shall include purchasing rules and regulations, and administrative procedures to provide guidance and information.

i. ~~*Preparation of Booklet.*~~ *Information for Prospective Vendors.* The Purchasing Agent shall post on the City's website ~~prepare a booklet entitled~~ "How to Do Business with the City of North Miami Beach," which shall contain information pertinent to the concerns of a prospective supplier. ~~and a supplier who has received a contract or order from the City.~~ The Purchasing Agent shall update this information ~~booklet~~ on an as-needed basis.

j. *Removal of Vendors.* The City, through the Purchasing Agent, may debar and/or remove from its vendor list and/or withhold award of bid from any source of supply of materials and/or services which fails to fulfill any of its duties specified in a contract with the City, or which withdraws a bid after opening. This also applies to vendors whose principal(s) or qualifier(s) were associated with vendors which failed to fulfill any of its contractual duties. The City may reinstate any such source of supply when it is satisfied that further instances of default will not occur. This removal may be for an indefinite period of time.

k. *Rejection of Bid; Rebid.* The City may reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid. The City may rebid. The City may waive any minor informalities or irregularities in any bid, in its discretion.

l. *Cooperative Purchasing.* The Purchasing Agent shall have the authority to join with other governmental entities in cooperative purchasing plans if it is determined to be in the best interests of the City.

Bidders shall not acquire any property rights as a result of participation in the bidding process.

* * *

3-3 - FORMAL CONTRACT PROCEDURES.

* * *

3-3.2 Non-Discrimination; Contract Requirements; Waiver.

(a) Non-discrimination Contract Requirements. The City shall not enter into a contract with a business unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, a boycott, as defined in subsection 3-1.4.

(b) Waiver. The City ~~Council~~ Commission may, in its sole discretion, elect to waive the requirements of this section upon a 5/7 affirmative vote when the City ~~Council~~ Commission deems the waiver necessary for the health, safety, or welfare of the city.

3-3.3 Sales of Property/ Surplus, Obsolete, or Broken Stock or Equipment.

The Purchasing Agent shall have the authority to transfer surplus, obsolete, or broken stock or equipment to other using agencies of the City, or to exchange the same for, or trade in the same on new supplies. The Purchasing Agent shall have the authority to sell, scrap, trade, or donate such supplies or equipment with the following guidelines:

a. All real property shall be sold by contract to the highest responsive, responsible bidder, after due notices have been published as required by law, unless waived by the City Commission in accordance with Section 3-4.5(f). Prior to the sale of real property the City shall have an appraisal of the property completed within one (1) year of the notice publication date.

b. Any sales ~~of personal and real~~ property ~~(except trade-in of personal property) which has become obsolete and unstable~~ shall be accomplished by contract to the highest responsive, responsible bidder, after due notices have been published as required by law. The using department shall ensure that all identifying marks, signs, logo, etc., are removed prior to sale of such properties.

3-3.4 Notice Inviting Bids.

a. *Advertisements.* Notice inviting solicitations. Except of those solicitations that are required by statute to be advertised in a newspaper, notices inviting solicitations shall be published electronically. A general description of the commodities or services to be purchased, a statement of where the solicitation documents may be obtained, and the date, time and place of receipt is to be provided. ~~*Newspaper.* Notice inviting bids shall be published once in at least one (1) legal newspaper having general circulation, and at least ten (10) working days preceding the last day set for the receipt of bids or proposals.~~

b. *Bidders List.* The Purchasing Agent shall attempt to solicit sealed bids from all responsible prospective suppliers who have requested their names to be added to a "bidders list," which the Purchasing Agent shall maintain, by sending them a copy of such notice. In any case, invitations sent to the vendors on the bidders list shall be limited to commodities that are similar in character and originally handled by the trade group where the invitations are sent. Also, the Purchasing Agent shall solicit and seek responsible bidders from the local area in addition to existing bidders list. Should the list

be inordinately long, the Purchasing Agent may mail notice according to a predetermined criteria, e.g. location of firm.

c. *Electronic Notice.* Unless otherwise provided by State Law, the Purchasing Agent shall have the discretion to satisfy the notice requirement by providing notice for invitation to bid, request for proposals, request for letters of interest, and other solicitations by posting on the City's website and using industry specific website notifications systems, including but not limited to email distribution systems as an alternative to newspaper advertising. Electronic notices shall provide that receipt of bids, proposals, or other offers shall be received not earlier than ten (10) days from the first announcement or posting of such electronic notice.

* * *

3-3.6 Sealed Bids.

a. Responses to competitive solicitations shall be opened publicly by the Purchasing Agent on the date and at the time and place designated in the competitive solicitation. ~~Bids shall be submitted sealed to the Purchasing Agent and shall be identified as bids on the outside of the envelope.~~

b. After opening each competitive solicitation, the bid amount (if issued pursuant to Chapter 255, *Florida Statutes*) and the respondent's name shall be recorded, signed by the Purchasing Agent or designee and witnessed, which may be done electronically. Such record shall be open to public inspection to the extent permitted by Section 119.071, *Florida Statutes*, and shall be made available to the public as provided by law. ~~Bids shall be opened in public at the time and place stated in the public notices, and shall be witnessed and certified by the Purchasing Agent and City Clerk, or their designees.~~

c. A tabulation of all bids received shall be made and shall be available for public inspection, as permitted under State Law.

* * *

3-3.14 Award of Bids, Proposals and Contracts.

All contracts, when the sum is below twenty-five thousand ($25,000.00) dollars, shall be awarded by the Purchasing Agent, with a recommendation from the Department Head, for the lowest responsive and responsible bidder meeting specifications. All contracts, when the sum is greater than twenty-five thousand ($25,000.00) dollars and below fifty thousand ($50,000.00) dollars, shall be awarded by the City Manager with recommendation from the Department Head and Purchasing Agent for the lowest responsive and responsible bidder meeting specifications. All contracts, when the sum is in excess of fifty thousand ($50,000.00) dollars, shall be awarded by the City ~~Council~~ Commission to the lowest responsive and responsible bidder meeting specifications.

In addition to price, all bid, proposal and contract awards shall take the following into consideration:

a. The character, integrity, reputation, judgment, experience, previous performance, and efficiency of the bidder.

b. The ability, equipment, capacity, financial strength, personnel resources, and skill of the bidder to perform the contract.

c. The quality, availability, and adaptability of the supplies or contractual services to the particular use required.

d. The ability of the bidder to provide further maintenance and service for the use of the subject of the contract.
e. The quality of performance of previous contracts and whether the bidder can perform the contract within the time specified, without delay or interference.

* * *

3-3.18 Termination of Contracts by City Manager.

All contracts, including those awarded by the City ~~Council~~ Commission, shall be administered by and may be terminated by the City Manager or designee when he/she determines, in his/her discretion, it is in the best interests of the City.

3-3.19 Contract Extensions for Operational Necessity.

Upon a finding, by the City Manager, of operational necessity, the City Manager is authorized to extend contracts, for a maximum of one hundred eighty (180) days. Extensions for operational necessity that exceed the City Manager's spending authority, shall be reported to the City ~~Council~~ Commission within thirty (30) days of such action. Any further extensions, shall require City ~~Council~~ Commission approval.

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 fifty thousand dollars ($50,000.00), whichever is less. The scope of any project may not be changed without prior approval of the City Commission or the City Manager if the amount of the contract and all change orders is less than fifty thousand ($50,000.00) dollars. No increase in contract price shall be approved unless there are sufficient funds available for such purpose.

3-4 - MISCELLANEOUS PROVISIONS.

* * *

3-4.2 Emergency Purchases.

Notwithstanding any other provision of this chapter, the Purchasing Agent, or designee, may make, or authorize others to make, emergency purchases when there exists a threat to public health, welfare, or safety, as determined under emergency purchase procedures set forth in the Policy and Procedures Manual, provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A full written determination of the basis of the emergency, and reason for selection of the particular contractor, shall be included on the emergency purchase order and shall be filed as a permanent and public record of the purchase. Emergency Procurements that exceed the City Manager's spending authority, shall be reported to the City ~~Council~~ Commission within thirty (30) days of such action.

3-4.3 Use of Other Governmental Entities' Contracts.

Subject to the spending limitations in subsection 3-3.14 and upon a determination that the supplies, materials, equipment or contractual services needed by the City were purchased using solicitation procedures which 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.

* * *

3-4.5 Exemptions from 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.
b. Legal services. Legal services coordinated by the office of the City Attorney, including, but not limited to: attorney services, paralegals, expert witnesses, jury consultants, legal support services, legal research, court reporters and stenographers.
c. Emergency purchases.
d. Advertising. Advertising in selected newspapers, periodicals, radio stations, television networks, or websites.
e. Books and periodicals.
f. Formal bidding waiver. Purchases for which formal bidding has been waived, as determined by the City ~~Council~~ Commission to be in the best interest of the City. Purchases of, and contracts for, supplies or services shall be exempt from competitive bidding/competitive proposals with a five-sevenths (5/7) affirmative vote of the City ~~Council~~ Commission declaring the waiver of competitive bidding/competitive proposals to be in the best interests of the City. In the event that competitive bidding and competitive proposals are waived under this paragraph, the open market procedure set forth in subsection 3-4.4 shall be utilized. For those contracts which the City Manager is otherwise authorized to award, he/she may waive competitive bidding and competitive proposals.
g. Real Property. Purchase or rental of real property when location is a consideration.
h. Utilities, including water, wastewater, sewer, gas, electric, or other utilities as defined by law. ~~Contractual services such as utilities~~.
i. Recreational excursions and cultural events.
j. Services set forth in Section 287.057(3)(f), *Florida Statutes*.
k. Insurance. Purchases of insurance through the city's agent of record are exempt from the competitive bid and competitive proposal requirements.

l. Software. Software licensing and maintenance with the company from which the software was purchased, as set forth in subsection 3-4.4 or subsection 3-3.14, or its authorized representative.
m. Service and Warranty. Servicing or warranty work of equipment by the authorized dealer or manufacturer's representative, when required to maintain a warranty in full force and effect, or when considered to be in the best interest of the city and recommended by the using department, and the services to be performed are by the equipment manufacturer, manufacturer's service representative, or a distributor of the manufacturer's equipment.
n. Shipping, freight and postage charges.
o. Artistic, academic and entertainment performances. Artistic, academic and entertainment performances, including entertainment, lectures, seminars, speeches, cultural and artistic presentations; excluding production companies.
p. Groceries.
q. Cable and satellite television services.
r. Contracts with, and purchases from, other public entities, i.e.: public state colleges, public state universities, federal government agencies, state governments, county governments, city governments, government school boards, county sheriff's offices, and other government entities.
s. Membership dues for trade or professional organization.
t. Medical services, including wellness activities, pharmacy services and veterinarian services.
u. Teaching, training, specialized services and recreational instructors.
v. Direct material purchases. Purchases of materials, equipment, prefabricated elements and components, appliances, fixtures, and other goods, pursuant to a program contained in a construction contract that has been awarded in accordance with any provision of this article, whereby the City makes such purchases directly.

3-4.6 ~~Surplus, Obsolete, or Broken Stock or Equipment.~~ Donations/In-Kind Services.

~~The Purchasing Agent shall have the authority to transfer surplus, obsolete, or broken stock or equipment to other using agencies of the City, or to exchange the same for, or trade in the same on new supplies. The Purchasing Agent shall have the authority to sell, scrap, trade, or donate such supplies or equipment.~~

The City Manager is authorized to accept donations and in-kind services, on behalf of the City, up to ten thousand ($10,000.00) dollars when not offered for a City sponsored event and up to ~~an estimated~~ twenty-five thousand ($25,000.00) dollars for any City sponsored events. Donations/in kind services that are more than the amount provided herein shall require City Commission approval. ~~value not to exceed fifty thousand ($50,000.00) dollars on behalf of the City. Donations/in-kind services in excess of fifty thousand ($50,000.00) dollars shall require City Commission approval.~~ The City Manager shall report donations in excess of ~~twenty-five thousand ($25,000.00)~~ ten thousand ($10,000) dollars to the City Commission within thirty (30) business days of receipt.

* * *

3-4.9 Waivers of Bid.

As provided in Chapter 3 herein, the City Manager may waive the formal bidding procedure up to fifty thousand ($50,000.00) dollars and the City ~~Council~~ Commission may waive the formal

bidding procedure over fifty thousand ($50,000.00) dollars in accordance with the rules and procedures set forth in the Purchasing Policies and Procedures Manual.

* * *

3-5 PUBLIC-PRIVATE PARTNERSHIPS (P3).

3-5.1 Purpose, Scope and Applicability.

The City hereby adopts Section 255.065, *Florida Statutes*, entitled "Public-Private Partnerships; public records and public meetings exemptions" as amended. A public-private partnership ("P3") is a contractual agreement between a public agency (federal, state or local) and a private sector person or entity organized for the purpose of timely delivering services or facilities in a cost-effective manner that might not otherwise be possible using traditional sources of public procurement. Through this contractual agreement, the assets and professional skills of each sector (public and private) are shared and leveraged to deliver a service or facility to be used by the general public. Each sector shares in the potential risks of the timely and efficient delivery and operations of the service or facility. For a qualifying project/unsolicited proposal to be considered by the City, all parties must comply with this section and any adopted Guidelines for P3 Applications and Evaluation Process (hereinafter "Guidelines").

3-5.2 Proposals.

a. Solicited proposals.

1. The City may advertise for competitive proposals for a P3 project. The terms, evaluation criteria and selection process shall be outlined in the solicitation which may be made by a request for proposals, invitation to negotiate or other method as deemed appropriate by the City Manager and hereinafter referred to as a "solicitation".
2. Responses to a solicitation shall comply with all requirements of the soliciting document(s) and shall comply with any applicable laws, statutes, rules, regulations, adopted guidelines, and ordinances pertaining thereto.
3. All responses to a solicitation for a P3 project shall be evaluated by the City as set forth in its guidelines. Final award decisions for P3 projects initiated by a solicitation shall be made by the City Commission, and as determined to be in the best interests of the City.

b. Unsolicited proposals.

1. ~~The City may advertise a need and encourage interested parties to submit unsolicited proposals in accordance with the requirements set forth in Section 255.065, *Florida Statutes*.~~ ~~If~~ Any proposals ~~are~~ received without issuance of a solicitation, ~~the proposals may~~ shall be treated as an unsolicited proposal and may be evaluated as prescribed in its guidelines. All proposals submitted shall be submitted in accordance with the requirements set forth in Section 255.065, *Florida Statutes*. The City Manager shall have thirty (30) days to accept or reject any unsolicited proposals.

2. Contemporaneously with the submission of an unsolicited proposal, the proposer shall pay an initial unsolicited proposal application fee to the City in the amount of five thousand dollars ($5,000.00), or such other amount as the guidelines may prescribe, to cover the costs of processing, reviewing and evaluating the proposal, including the fees and costs for private consultants to assist in the evaluation. Upon acceptance of the unsolicited proposal the initial unsolicited proposal application fee is non-refundable. The City shall require additional fees from the proposer if the initial unsolicited proposal application fee is insufficient to pay for the City's evaluation costs.
3. If the City Manager determines that it is interested in further considering any unsolicited proposal, it shall publish a notice of receipt of same and invite competing bids during a competitive bidding period. The advertising period of the notice of receipt and inviting competing bids shall not be less than thirty (30) days after the initial date of publication. The publication shall be accomplished in a manner that encourages competition to provide private entities interested in submitting alternative and perhaps competing proposals a reasonable opportunity to submit a bid.
4. Bidders submitting competitive bids in response to the notice of receipt shall comply with the requirements specified in the notice and pay a bid application fee as specified in the notice or the guidelines. The amount of the application fee shall be determined by the City Manager, on a case by case basis, and be reasonably calculated to cover the costs to be incurred by the City. The initial proposer(s) shall also submit a bid in response to the notice providing such further details about the unsolicited proposal as may be required by the notice. The initial proposer(s) shall receive a credit against the bid application fee for its initial unsolicited proposal application fee.
5. Bidders shall comply with all requirements of the notice of receipt as well as with any applicable laws, statutes, rules, regulations, adopted guidelines, and ordinances pertaining thereto.
6. All unsolicited proposals and bids for a P3 project shall be evaluated by the City consistent with Section 255.065, *Florida* Statutes, and its guidelines. Final award decisions for P3 projects shall be made by the City Commission, and as determined to be in the best interests of the City.

Section 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall be held invalid by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 4. All other City ordinances and resolutions or parts thereof in conflict with the provisions of this Ordinance are hereby superseded and repealed.

Section 5. It is the intention of the City Commission of the City of North Miami Beach and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The Sections of this Ordinance may be renumbered or re-lettered to accomplish this intention and the word "Ordinance" may be changed to "Section," "Article," or other word as the codifier may deem

appropriate.

Section 6. This Ordinance shall be effective ten (10) days after adoption on second reading.

APPROVED on first reading this **13th day of September, 2018.**

APPROVED AND ADOPTED on second reading this **16th day of October, 2018**.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

BETH E. SPIEGEL
MAYOR

(CITY SEAL)

APPROVED AS TO FORM &
& LANGUAGE & FOR EXECUTION

SARAH JOHNSTON
INTERIM CITY ATTORNEY

Sponsored by: Mayor and City Commission.

Note: Proposed additions to existing City Code text are indicated by underline and deletions are indicated by ~~strikethrough~~.

An act relating to unsolicited proposals for public-private partnerships; amending s. 255.065, F.S.; authorizing, rather than requiring, a responsible public entity to publish notice of an unsolicited proposal for a qualifying project in a specified manner and that other proposals for the same project will be accepted; authorizing a responsible public entity to proceed with an unsolicited proposal for a qualifying project without a public bidding process if the responsible public entity holds a public meeting that meets certain requirements and holds a subsequent public meeting at which the responsible public entity makes a certain determination; requiring the responsible public entity to consider certain factors; requiring the responsible public entity to publish a certain report in the Florida Administrative Register for a certain period of time in certain circumstances; revising certain determinations that a responsible public entity must make before approving a comprehensive agreement; conforming provisions to changes made by the act; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Present paragraphs (c) through (f) of subsection (3) of section 255.065, Florida Statutes, are redesignated as paragraphs (e) through (h), respectively, new paragraphs (c) and (d) are added to that subsection, and paragraph (b) and present paragraph (d) of that subsection and paragraph (c) of subsection (5) of that section are amended, to read:

255.065 Public-private partnerships.—

(3) PROCUREMENT PROCEDURES.—A responsible public entity may receive unsolicited proposals or may solicit proposals for a qualifying project and may thereafter enter into a comprehensive agreement with a private entity, or a consortium of private entities, for the building, upgrading, operating, ownership, or financing of facilities.

(b)1. The responsible public entity may request a proposal from private entities for a qualifying project or, if the responsible public entity receives an unsolicited proposal for a qualifying project and the responsible public entity intends to enter into a comprehensive agreement for the project described in the unsolicited proposal, the responsible public entity may ~~shall~~ publish notice in the Florida Administrative Register and a newspaper of general circulation at least once a week for 2 weeks stating that the responsible public entity has received a proposal and will accept other proposals for the same project.

2. The timeframe within which the responsible public

entity may accept other proposals shall be determined by the responsible public entity on a project-by-project basis based upon the complexity of the qualifying project and the public benefit to be gained by allowing a longer or shorter period of time within which other proposals may be received; however, the timeframe for allowing other proposals must be at least 21 days, but no more than 120 days, after the initial date of publication. If approved by a majority vote of the responsible public entity's governing body, the responsible public entity may alter the timeframe for accepting proposals to more adequately suit the needs of the qualifying project. A copy of the notice must be mailed to each local government in the affected area.

(c) The responsible public entity may proceed with an unsolicited proposal for a qualifying project without engaging in a public bidding process if the responsible public entity holds a duly noticed public meeting at which the proposal is presented and affected public entities and members of the public are able to provide comment and at a second duly noticed public meeting determines that the proposal is in the public's interest. In making the public interest determination, the responsible public entity must consider all of the following factors:

1. The benefits to the public.

2. The financial structure of and the economic

efficiencies achieved by the proposal.

3. The qualifications and experience of the private entity that submitted the proposal and such entity's ability to perform the project.

4. The project's compatibility with regional infrastructure plans.

5. Public comments submitted at the meeting. The responsible public entity must provide a statement that explains why the proposal should proceed and addresses such comments.

(d) If the responsible public entity decides to proceed with an unsolicited proposal without engaging in a public bidding process, the responsible public entity must publish in the Florida Administrative Register for at least 7 days a report that includes all of the following:

1. The public interest determination required under paragraph (c).

2. The factors considered in making such public interest determination.

3. The responsible public entity's findings based on each considered factor.

(f) ~~(d)~~ Before approving a comprehensive agreement, the responsible public entity must determine that the proposed project:

1. Is in the public's best interest, if the proposal was solicited. If the proposal was unsolicited, the responsible

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

public entity must determine that the proposed project has been determined to be in the public's interest in accordance with paragraph (c).

2. Is for a facility that is owned by the responsible public entity or for a facility for which ownership will be conveyed to the responsible public entity. For a proposed project that was unsolicited, if ownership will not be conveyed to the responsible public entity within 10 years after initial public operation begins, the public benefits apart from ownership must be identified and stated by the responsible public entity in the public interest determination required under paragraph (c).

3. Has adequate safeguards in place to ensure that additional costs or service disruptions are not imposed on the public in the event of material default or cancellation of the comprehensive agreement by the responsible public entity.

4. Has adequate safeguards in place to ensure that the responsible public entity or private entity has the opportunity to add capacity to the proposed project or other facilities serving similar predominantly public purposes.

5. If the proposal was solicited, will be owned by the responsible public entity upon completion, expiration, or termination of the comprehensive agreement and upon payment of the amounts financed.

(5) PROJECT QUALIFICATION AND PROCESS.—

(c) After the public notification period has expired in the case of an unsolicited proposal that is submitted and noticed for public bidding, the responsible public entity shall rank the proposals received in order of preference. In ranking the proposals, the responsible public entity 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. The responsible public entity may then begin negotiations for a comprehensive agreement with the highest-ranked firm. If the responsible public entity is not satisfied with the results of the negotiations, the responsible public entity may terminate negotiations with the proposer and negotiate with the second-ranked or subsequent-ranked firms, in the order consistent with this procedure. If only one proposal is received, the responsible public entity may negotiate in good faith, and if the responsible public entity is not satisfied with the results of the negotiations, the responsible public entity may terminate negotiations with the proposer. Notwithstanding this paragraph, the responsible public entity may reject all proposals at any point in the process until a contract with the proposer is executed.

Section 2. This act shall take effect July 1, 2024.

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:	Sheron Stewart, Budget Administrator
VIA:	Andrew Plotkin, Interim City Manager
DATE:	July 15, 2025

RE: Resolution No. R2025-111 Establishing the Proposed Millage Rate for the Levying of Ad Valorem Taxes for the Fiscal Year 2025-2026 (Sheron Stewart, Budget Administrator)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Memo
- Resolution

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

MEMORANDUM

TO:	Honorable Mayor and City Commission
FROM:	Tarik Rahmani, CFO/Interim Deputy City Manager
CC:	Andrew Plotkin, Interim City Manager
DATE:	Tuesday, July 15, 2025
SUBJECT:	Resolution Setting the Proposed Operating Millage and Debt Service Millage Rate for Fiscal Year 2025–26

EXECUTIVE SUMMARY:

This memorandum presents the resolution establishing the City of North Miami Beach's proposed operating millage rate of **6.1000 mills** and debt service millage rate of **0.2000 mills** for Fiscal Year 2025–26. It also sets the dates for the two statutorily required public budget hearings.

On **July 1, 2025**, the City received the *Certification of Taxable Value* from the Miami-Dade County Property Appraiser, certifying the City's total taxable value at **$5,703,241,865**. This certified value serves as the foundation for estimating ad valorem tax revenues, which are a primary funding source for municipal operations.

Based on the certified value, the proposed **operating millage rate of 6.1000** mills is projected to generate approximately **$34.79 million** in revenue. Ad valorem taxes are calculated using a millage rate, where one mill equals $1 per $1,000 of assessed property value. The proposed rate exceeds the *rolled-back rate* of **5.6914 mills** by **0.4086 mills** which would generate the same revenue as the prior year, excluding new construction.

In addition, a **debt service millage** of **0.2000 mills** is necessary to fund the City's general obligation bond payments. This portion of the millage is restricted solely for debt repayment and is expected to generate an estimated **$1.09 million** to meet the City's annual principal and interest obligations on voter-approved bonds. The combined proposed **aggregate millage rate** is **6.3000 mills**.

In compliance with the *Truth in Millage (TRIM)* requirements under Florida Statutes, Chapter 200.065, the following public hearings have been scheduled:

PUBLIC HEARING SCHEDULE:

First Public Hearing

- Date: Monday, September 08, 2025
- Time: 6:00 PM
- Location: City of North Miami Beach City Hall Commission Chambers, 2nd Floor 17011 NE 19th Avenue, North Miami Beach, FL 33162

Second Public Hearing

- Date: Thursday, September 25, 2025
- Time: 6:00 PM
- Location: City of North Miami Beach City Hall Commission Chambers, 2nd Floor 17011 NE 19th Avenue, North Miami Beach, FL 33162

BACKGROUND & ANALYSIS

Annually, municipalities are required to notify the Miami-Dade County Property Appraiser of their proposed millage rates and the dates of their budget hearings. This resolution satisfies that legal requirement and demonstrates the City's ongoing commitment to fiscal transparency.

In accordance with state law, all property owners will receive *TRIM Notices* in August from the Property Appraiser's Office, which will include the proposed millage rates and public hearing information.

Millage Summary: Ad-Valorem

- **Proposed Operating Millage Rate:** 6.1000 mills
- **Rolled-Back Rate:** 5.6914 mills
- **Difference Over Rolled-Back:** 0.4086 mills
- **Debt Service Millage Rate:** 0.2000 mills
- **Aggregate Proposed Millage Rate:** 6.3000 mills

FISCAL IMPACT:

- **Operating Millage (6.1000 mills):** Estimated Revenue – **$34,789,775**
- **Debt Service Millage (0.2000 mills):** Estimated Revenue – **$1,088,236**
- **Total Estimated Revenue: $35,878,011**

RECOMMENDATION

Staff recommends adoption of the resolution to:

1. Establish the proposed operating and debt service millage rates for FY 2025–26; and
2. Schedule the required public budget hearings in accordance with TRIM guidelines.

Approval of this resolution ensures compliance with statutory obligations and provides a framework for finalizing the City's FY 2025–26 budget.

RESOLUTION R2025-111

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ESTABLISHING THE PROPOSED MAXIMUM MILLAGE RATE FOR THE LEVYING OF AD VALOREM TAXES FOR THE CITY OF NORTH MIAMI BEACH FOR FISCAL YEAR 2025-2026 COMMENCING OCTOBER 1, 2025. THE CALCULATED "ROLLED-BACK" RATE, AND THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND PUBLIC BUDGET HEARINGS AS REQUIRED BY LAW; DIRECTING THE CITY CLERK AND CITY MANAGER TO TRANSMIT THIS RESOLUTION WITH THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY PURSUANT TO THE REQUIREMENTS OF SECTION 200.065, FLORIDA STATUTES, AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE FOR THE STATE OF FLORIDA; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on July 1, 2025, the Property Appraiser of Miami-Dade County, Florida (the "Property Appraiser") served upon the City of North Miami Beach, Florida (the "City"), a "Certification of Taxable Value" certifying to the City its taxable value for Fiscal Year 2025-2026; and

WHEREAS, Section 200.065, Florida Statutes, requires that the City, within thirty-five (35) days of service of the Certification of Taxable Value, furnish to the Property Appraiser and Tax Collector the proposed millage rate and the date, time, and place at which public hearings will be held to consider the final millage rate and the tentative budget; and

WHEREAS, the City Administration is proposing the adoption of the maximum millage rate of 6.1000 mills and desires to set the dates for the first and second public hearings at which to consider and set the tentative and final millage rate and tentative and final budget for Fiscal Year 2025-2026; and

WHEREAS, the first public hearing shall be held on Monday, September 08, 2025, at 6:00 PM and the second public hearing shall be held on Thursday, September 25, 2025, at 6:00 PM and both hearings shall be held at City of North Miami Beach City Hall, 17011 NE 19th Avenue, Commission Chambers -2nd Floor, City North Miami Beach, FL 33162; and

WHEREAS, the Mayor and City Commission has reviewed the Certification of Taxable Value supplied by the Property Appraiser and establish the date, time, and place for the first and second public budget hearings.

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

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

Section 2. **Proposed Millage Rate.** The proposed maximum millage rate for the first public hearing is hereby declared to be 6.1000 mills, which is $6.10 per $1,000.00 of assessed property within the City for the Fiscal Year 2025-2026.

Section 3. **Rolled-Back Rate.** The proposed millage rate is 0.4086 mills higher than the Fiscal Year 2024-2025 rolled-back millage rate of 5.6914 mills, computed pursuant to Section 200.065, Florida Statutes.

Section 4. **Debt Service Millage Rate.** The proposed debt service millage rate for the first public hearing is hereby declared to be .2000 mills, per $1,000 of assessed property as established in accordance with the provisions of law pursuant to Chapter 200, Florida Statutes.

Section 5. **Proposed Combined Millage Rate.** The aggregate proposed millage rate of 6.3000 (a combined total millage of 6.1000 mills for operating and .2000 mils for debt service).

Section 6. **Budget Hearing Dates.** The date, time and place of the first and second public hearings are hereby set by the City Commission as follows:

Date	Time	Place
September 08, 2025	6:00 P.M.	City of North Miami Beach Commission Chambers – 2nd Floor 17011 NE 19th Ave North Miami Beach, FL 33162
September 25, 2025	6:00 P.M.	City of North Miami Beach Commission Chambers – 2nd Floor 17011 NE 19th Ave North Miami Beach, FL 33162

Section 7. **Transmittal.** The City Clerk and City Manager are directed to attach the original Certification of Taxable Valuable to a certified copy of this resolution and serve the same upon the Honorable Tomas Regalado, Property Appraiser of Miami-Dade County, and the Tax Collector of Miami-Dade County, on or before August 4, 2025.

Section 8. **Effective Date.** This Resolution shall become effective immediately upon approval.

APPROVED AND ADOPTED by the Mayor and City Commission of the City of North Miami Beach, Florida at this regular meeting assembled on this **15th day of July, 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
11.6.

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:	Shereece George-Depusoir, Chief Procurement Officer
VIA:	Andrew Plotkin, Interim City Manager
DATE:	July 15, 2025

RE: Resolution No. R2025-112 Approving the Qualified Firm for RFP-2025-018 Engineering Consulting Services for Texas U-Turn Roadway Project With CTS Engineering Inc. (Shereece George-Depusoir, Chief Procurement Officer)

Description

BACKGROUND ANALYSIS:

A Request for Proposals was issued for the Engineering Consulting Services for Texas U-Turn Roadway Project on March 3, 2025.

The purpose of this program is to conduct a comprehensive feasibility study analyzing the environmental, technical, and financial aspects to determine the project's viability, as outlined in RFP-2025-018-SG.

The solicitation was posted on the City's website and Opengov.com, with electronic notification sent to over 33,800 suppliers. At the proposal submission deadline on April 10, 2025, one (1) proposal was received from CTS Engineering.

The Procurement Management Department conducted an administrative review and deemed the proposal responsive. An Evaluation Committee was established by the City Manager comprising of representatives from the Eastern Shores Property Owners Association, City of North Miami Beach Capital Improvement Program and Community Development Department.

On May 28, 2025, at a publicly advertised meeting, the Evaluation Committee submitted initial scoring of the response. The Evaluation Committee conducted a public discussion regarding the established

evaluation criteria, including but not limited to: Qualification of Professional Personnel, Project Approach & Understanding, Past Performance and Price.

CTS Engineering, Inc. submitted the financial proposal, outlining the level of effort for a two (2) phase approach designed to reduce redundancy between the two phases and streamline the transition into the Design phase following the completion of the PD&E study. As the project transitions into an FDOT Local Agency Program (LAP) project, CTS will be working closely with FDOT District 6.

The FDOT Staff Hour Estimation worksheet to determine the estimated staff hours required for the engineering services of each proposed study. These hours were then applied using loaded rates and a distribution of hours among proposed staff to develop the cost estimates. Feasibility Study estimated at $700,000 *($699,778.21)* and the Project Development and Environment (PD&E) Study estimated at $1,200,000 *($1,154,506.47)*.

RECOMMENDATION: The City Manager and the Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to negotiate an agreement with the sole, qualified respondent and if negotiations are unsuccessful, to resolicit the project.

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

ATTACHMENTS:

Description

- Exhibit A
- Resolution

EXHIBIT A

EVALUATION COMMITTEE ASSESSMENT SCORING RFP-2025-018 ENGINEERING CONSULTING SERVICES FOR TEXAS U-TURN ROADWAY PROJECT			CTS ENGINEERING, INC.		
EVALUATION CRITERIA DESCRIPTION		POINTS AVAILABLE (100)	Evaluator 1 MA	Evaluator 2 AC	Evaluator 3 BK
1.	Qualifications of Professional Personnel	**35**	35	31	30
2.	Project Approach and Understanding	**30**	30	23	35
3.	Past and Current Projects & Performance	**35**	35	32	35
TOTAL		**100**	100	86	100

CTS Engineering

RFP-2025-018 City of North Miami Beach

Engineering Consulting Services for Texas U-Turn Roadway Project

Sheng Yang, PE, PTOE - President
Marketing@ctseinc.com | 305-599-8698
8095 NW 12th Street, Suite 301
Doral, FL 33126

RFQ No. 083-24 City of Plantation

Table of Contents

Transmittal Letter and Executive Summary	**03**
Qualifications of Professional Personnel	**06**
Resumes	13
Project Approach	**20**
Past Performance	**32**
Firm Licences and Certifications	**118**

Re: RFP 2025-018

Engineering Consulting Services for Texas U-turn Project

April 4, 2025

17011 NE 19th Ave
North Miami Beach, FL 33162

Our
Services

Traffic Operations, Safety, & ITS

Roadway & Transit Facility Design

PD&E & Feasibility Studies

Water Management

Post-Design Services

Multimodal Planning

Modeling & Data Management

GIS Mapping & App Development

Survey and Mapping

Subsurface Utility Engineering

Dear Members of the Selection Committee:

CTS Engineering understands that the City of North Miami Beach is seeking a comprehensive feasibility study to evaluate the practicality and potential benefits of constructing a Texas U-Turn under the NE 163rd Street Bridge. We understand that this project is a unique critical to the city, as the study intersection is a gateway to business and the residents of Eastern Shores. This study will analyze traffic congestion, technical feasibility, economic viability, and social impact to determine whether the project should proceed to the next development phase.

Our firm understands the critical nature of this initiative and is committed to delivering a comprehensive evaluation that aligns with State guidelines, the needs of the City and other governing regulations. We will ensure that all engineering, environmental, and financial assessments are meticulously conducted to meet project requirements and compliance standards.

Our commitment to collaboration, transparent communication, and proactive problem-solving will foster a strong working relationship with City Staff, regulatory agencies, and stakeholders. Through strategic planning, rigorous quality control, and innovative technology applications, CTS will deliver solutions that enhance safety, improve traffic flow, support multimodal transportation, and promote environmental sustainability. Whether addressing immediate project needs or long-term infrastructure planning, our team is dedicated to providing timely, high-quality engineering services that align with the City's vision for growth and connectivity.

Our team brings a unique advantage: CTS Engineering, Inc. completed the original Preliminary Transportation and Environmental Assessment for the Intracoastal Mall Redevelopment, which included detailed traffic modeling, access alternatives, and environmental screening for this very corridor. In 2014, CTS performed a preliminary Transportation and Environmental Assessment at this location, and a Texas U-Turn alternative was first evaluated for the specific intersection of NE 163rd Street and NE 35th Avenue. Our prior work evaluated future traffic forecasting, level of service (LOS) impacts, environmental impacts, and operational challenges, including preliminary coordination with the City and Florida Department of Transportation—making us intimately familiar with the site context, stakeholders, and regulatory considerations. In 2020, FDOT approved a signal 300 feet east of NE 35 Avenue to facilitate access into the Intracoastal Mall development by concept. However, no further action was taken after that application. We understand that the Texas U-Turn was proposed again and the City wants to evaluate the feasibility and potential following up with a PD&E phase.

Our Expertise and Qualifications

With extensive experience in roadway design, traffic operations, PD&E, GIS modeling, and environmental studies and transportation engineering, our team has successfully executed similar studies and projects, including PD&E studies, interchange modifications, and large-scale roadway improvements. Our capabilities encompass:

- **Comprehensive Feasibility Studies** – We will assess traffic flow, evaluate design alternatives, and ensure consistency with the City's Comprehensive Plan.
- **Environmental Impact Assessments** – We will conduct environmental evaluations, including wetlands, noise, and socioeconomic impacts, with special attention to the Oleta River State Park and adjacent mangrove areas.
- **Regulatory and Permitting Compliance** – Navigating local, state, and federal regulations to streamline approvals.
- **Stakeholder Engagement** – Facilitating community involvement and integrating feedback into project planning.
- **Preliminary Engineering and Cost Estimation** – Delivering accurate cost projections and engineering assessments.

To deliver a comprehensive and multidisciplinary feasibility study, CTS Engineering, Inc. has assembled a highly qualified subconsultant team that brings specialized expertise in key areas:

- **Chen Moore and Associates (CMA)** will provide civil engineering and utility coordination support, drawing from extensive experience in urban infrastructure design and coordination with local agencies throughout South Florida.
- **AREHNA Engineering (AREHNA)** will lead the geotechnical and structural evaluations, offering deep technical capabilities in subsurface investigations, foundation assessments, and structural feasibility analysis critical to the proposed U-turn design.
- **Cyriacks Environmental Consulting Services (CECOS)** will contribute environmental planning and permitting expertise, including wetland assessments, contamination screening, and agency coordination to ensure compliance with federal, state, and local environmental regulations.
- **H.E.R.S. Consulting (HERS)** will lead the Public Outreach efforts, leveraging extensive experience in community engagement, stakeholder coordination, and public meeting facilitation to ensure transparent and inclusive communication throughout the study process.

Together, this team offers the technical depth and local experience necessary to thoroughly evaluate the proposed Texas U-turn's feasibility from planning through environmental and engineering perspectives.

Commitment to Excellence

Our approach will integrate advanced traffic modeling, GIS-based spatial analysis, and stakeholder collaboration to deliver a high-impact study. We recognize the importance of minimizing disruptions while maximizing benefits, and our project management framework ensures efficiency, transparency, and cost-effectiveness.

Our firm maintains all necessary licenses, certifications, and permits required under federal, state, and local laws. We are committed to upholding the highest standards of professionalism and integrity throughout the project lifecycle.

Sheng Yang, PE, PTOE
President
marketing@ctseinc.com
305-599-8698

Executive Summary

The CTS team is conducting a comprehensive study to enhance mobility, accessibility, and safety at the intersection of NE 163rd Street and NE 35th Avenue. These improvements are essential to supporting regional economic growth and mitigating anticipated congestion and safety concerns associated with future development. A key component of this study is evaluating the feasibility of implementing a Texas U-turn under the NE 163rd Street bridge, requiring close coordination with the Florida Department of Transportation (FDOT) to address traffic, access, structural clearance, and environmental considerations. To ensure a structured and efficient approach, CTS recommends a multi-phased plan consisting of a Feasibility Study (Phase 1) followed by a Project Development & Environment (PD&E) Study (Phase 2) to advance the project through the planning, preliminary engineering design, and environmental review stages.

Phase 1 – Feasibility Study

The Feasibility Study will refine and optimize previously developed concepts, focusing on cost-effective and safety-enhancing modifications to the Texas U-turn and intersection design. CTS will leverage its 2016 Preliminary Transportation & Environmental Assessment and integrate updated data to evaluate traffic flow, congestion relief strategies, and potential conflicts with adjacent intersections at NE 34th Avenue and NE 35th Avenue. The goal is to minimize queuing issues and spillover effects while ensuring a seamless connection to the broader transportation network.

In addition to traffic and geometric assessments, Phase 1 will include a high-level environmental analysis to identify potential constraints such as wetlands, protected species, and infrastructure conflicts. This will be conducted using aerial imagery, Geographic Information System (GIS) data, field reviews, and FDOT's Environmental Screening Tool (EST). CTS will also initiate early stakeholder coordination, engaging local businesses, residents, FDOT, Florida Power & Light (FPL), and other regulatory agencies to address any preliminary concerns. The findings from this phase will be compiled into a Feasibility Study Report, which will serve as the foundation for advancing into Phase 2.

CTS recognizes that funding is a critical component of project implementation. The new impact fee is expected to be a major funding source, complemented by federal and state grants. CTS has extensive experience securing and managing grants, and has successfully leveraged FDOT and Miami-Dade County funding programs. Our team will identify and pursue the most viable funding opportunities to ensure project feasibility and long-term sustainability.

Phase 2 – PD&E Study

The PD&E Study will refine the project's conceptual design, evaluate environmental impacts, and develop a preferred alternative that balances mobility improvements with environmental and community considerations. Key objectives of this phase include:

- Developing design alternatives that improve traffic flow and enhance safety.
- Avoiding or minimizing impacts to residents, businesses, and environmental resources.
- Addressing potential Section 4(f) requirements for publicly owned parks (i.e., the Oleta River State Park) and recreational areas.Developing an efficient Maintenance of Traffic (MOT) plan to minimize disruptions during construction.
- Establishing accurate construction cost estimates to support funding applications and budget planning.

Environmental evaluation will be a critical component of Phase 2, ensuring compliance with federal and state regulations, including the National Environmental Policy Act (NEPA). CTS will conduct desktop and field studies to assess potential impacts on water quality, air quality, wetlands, wildlife habitats, and cultural resources.

Mitigation strategies will be developed to minimize environmental disruptions, including design modifications, protective measures, and compensatory actions if necessary. Public involvement will be expanded in this phase, providing opportunities for stakeholder engagement and feedback to ensure alignment with community priorities.

During the alternatives analysis, CTS will assess roadway geometry, structural modifications, traffic operations, drainage, and utility impacts. A comparative evaluation of alternatives, including a no-build scenario, will be conducted, with the preferred alternative selected based on engineering feasibility, environmental constraints, cost-effectiveness, and public input. This phase will culminate in the development of preliminary design plans, which will guide subsequent project phases, including final design and construction.

Schedule, Risk Management, and Quality Assurance

Given the potential environmental constraints, including wetland and mangrove impacts, a Type 2 Categorical Exclusion (Type 2 CE) is expected to be the project's Class of Action under NEPA. The study is anticipated to follow a 30-month schedule, during which CTS will proactively manage risks associated with subsurface conditions, utilities, and structural modifications. A robust risk management framework will be implemented to identify, mitigate, and develop avoidance strategies for potential challenges.

CTS is committed to delivering high-quality, FDOT-compliant documentation, including a Type 2 CE environmental document, a Preliminary Engineering Report, and all supporting technical analyses. All deliverables will be uploaded to FDOT's Statewide Environmental Project Tracker (SWEPT) for transparency and streamlined agency review.

A rigorous Quality Assurance/Quality Control (QA/QC) process will be integrated throughout the study, ensuring consistency, accuracy, and compliance with industry best practices. Our experienced team of interdisciplinary reviewers, under the leadership of a designated QC manager, will oversee the preparation of all technical documents to maintain the highest standards.

Local Agency Program (LAP) and Project Implementation

Upon completion of the Feasibility Study, the City will have the opportunity to pursue Federal Local Agency Program (LAP) funding through FDOT/FHWA to advance the project into the PD&E phase. As a certified LAP agency, the City must ensure that federal funds are programmed for future phases, including design and construction. Establishing an Interlocal Agreement with FDOT will be a prerequisite for securing LAP funding and initiating the Efficient Transportation Decision Making (ETDM) process, which is essential for advancing into the PD&E phase.

Our extensive experience in LAP-funded projects, NEPA compliance, and FDOT PD&E processes positions us to effectively guide the City through project implementation.

Conclusion

CTS's extensive expertise in traffic engineering, planning, PD&E, and funding strategies ensures that this study will be executed efficiently, with a streamlined path from feasibility to implementation. By leveraging multiple funding sources and employing a collaborative, data-driven approach, CTS will help the City advance this critical infrastructure project while maximizing benefits for the community and ensuring long-term sustainability.

Section 1

Qualifications of Professional Personnel (20 Points)

Statement of Qualifications

CTS Engineering, Inc. is a DBE/MBE certified transportation and civil engineering firm with extensive specialized experience in planning, preliminary engineering, traffic operations, and environmental assessments for complex urban infrastructure projects. As a trusted consultant for municipalities and private developers, CTS has a proven track record of delivering data-driven, innovative, and regulatory-compliant solutions that support informed decision-making and community-focused design.

Our team brings extensive qualifications in traffic modeling and analysis, roadway design, environmental impact assessments, permitting, and stakeholder coordination—all critical elements of the City's requested Feasibility Study for a Texas U-turn at NE 163rd Street and NE 35th Avenue. CTS previously conducted the Preliminary Transportation and Environmental Assessment for the Intracoastal Mall Redevelopment at this very intersection, providing unique insight into the corridor's operational challenges, projected growth impacts, and environmental constraints. This experience positions CTS with an unmatched familiarity with the site, data, stakeholders, and regulatory agencies.

CTS is well-versed in the requirements of the FDOT Project Development and Environment (PD&E) Manual and the Florida Design Manual (FDM), and maintains an in-depth understanding of federal, state, and local permitting processes. Our interdisciplinary team includes registered professional engineers, certified environmental scientists, and transportation planners adept in mobility studies, ETDM coordination, and NEPA compliance.

We are committed to delivering a comprehensive, objective, and actionable feasibility study that meets the City's goals of improving traffic flow, reducing congestion, and supporting sustainable development. CTS's integrated approach ensures that all aspects of the project—from stakeholder engagement and cost estimating to risk management and environmental stewardship—are addressed with precision, transparency, and technical excellence.

Key Staff Qualifications

Relevant Project Experience

- Suncoast Parkway Widening PD&E (S of Van Dyke Road to SR 52) | Project Development Engineer
- Turnpike Widening PD&E (SR 408 to SR 50) | Project Development Engineer
- SR 429 Widening PD&E (I-4 to Seidel Road) | Project Development Engineer
- Poinciana Parkway Extension Connector PD&E (CR 532 to I-4/SR 429) | Project Development Engineer
- Sawgrass Expressway Widening PD&E (US 441 to Powerline Road) | Project Development Engineer

Areas of Expertise

- Project Development & Environment (PD&E) Studies
- Efficient Transportation Decision Making (ETDM)
- Travel Demand Modeling
- Traffic Engineering
- Transportation Planning and Research
- Traffic Forecasting and Operational Analysis
- Interchange Access Requests
- Public Involvement Coordination
- Value Engineering Studies
- Traffic and Revenue Studies
- Consultant Management
- Academic Research and Peer-Reviewed Publications

Rax Jung, PhD, PE

Project Manager

22 Years of Experience

CTS Engineering, Inc. is proud to propose Rax Jung, PhD, PE as the Project Manager for the City of North Miami Beach's Texas U-turn Feasibility Study. Dr. Jung brings over 22 years of transportation engineering and environmental planning experience, including more than a decade serving as Project Development Engineer for Florida's Turnpike Enterprise (FTE).

Dr. Jung's expertise aligns directly with the requirements of the City's Scope of Services, with deep proficiency in Project Development & Environment (PD&E) studies, Efficient Transportation Decision Making (ETDM) coordination, traffic forecasting and operations analysis, travel demand modeling, and regulatory agency engagement. He has successfully managed complex corridor studies involving interchange access requests, value engineering, public involvement coordination, and environmental documentation.

He has led PD&E efforts for major corridor and interchange projects across Florida, including the Widening of the Sawgrass Expressway, Suncoast Parkway, and SR 429, as well as the Poinciana Parkway Extension Connector—each requiring rigorous environmental analysis, stakeholder engagement, and traffic modeling/analysis under FDOT and federal guidelines. His technical and leadership skills are reinforced by a Ph.D. in Civil Engineering/Transportation and registration as a licensed Professional Engineer in Florida.

Dr. Jung's background in academic research and peer-reviewed publications brings an added layer of analytical depth to his approach. His ability to synthesize technical data with planning, engineering, and environmental considerations makes him uniquely qualified to lead this multifaceted feasibility study and deliver a comprehensive, compliant, and actionable plan.

Sheng Yang, PE, PTOE

Principal-In-Charge

23 Years of Experience

Sheng Yang, PE, PTOE will serve as Principal-in-Charge, bringing over 23 years of experience in traffic engineering, transportation planning, GIS, and data analysis for complex infrastructure projects across Florida. A core member of the original Intracoastal Mall PD&E team, he offers critical continuity and deep familiarity with the project area's multimodal conditions and traffic dynamics. Mr. Yang has led numerous FDOT District 4 and 6 contracts, including GIS support, traffic operations, SIS planning, and PD&E studies, with specialized expertise in travel demand modeling, traffic simulation (VISSIM), GIS/3D analysis, and design traffic documentation. As Principal-in-Charge, he will provide strategic oversight, quality assurance, and technical direction, ensuring the project reflects both regulatory sensitivity and the City's long-term mobility vision.

Relevant Project Experience

- Southeast Florida Regional Planning Model (SERPM 9) | Project Manager
- FDOT District 4 Multimodal Corridor Studies | Technical Lead
- Palm Beach TPA Transit Access and Mobility Study | Task Lead
- Miami-Dade County SMART Plan Corridor Analysis | Project Manager
- FDOT Statewide Multimodal Mobility Performance Measures | Task Lead
- South Florida Transit Ridership and Demand Analysis | Project Manager
- Broward MPO Congestion Management Process (CMP) | Technical Advisor
- FDOT District 4 & 6 Regional Transportation Model Support | Project Manager

Danny Iglesias, PE

QA/QC Officer

39 Years of Experience

Danny Iglesias, PE brings over 39 years of engineering and project management experience, including a distinguished career at FDOT District 6, where he played a key leadership role in transportation planning, design oversight, and local agency coordination.From 2000 to 2013, Mr. Iglesias served as the District 6 Local Agency Program (LAP) Administrator, where he was responsible for certifying over 30 municipalities to administer federally funded projects. He served on the Statewide LAP Administrators Task Team, helping to develop the guidelines and procedures used to certify agencies and oversee their performance. His direct involvement in LAP compliance, funding oversight, and agency coordination makes him a critical resource for projects involving local funding, enhancement projects, and federal-aid compliance.

Relevant Project Experience

- Port of Miami Bridge | Project Manager
- Biscayne Boulevard/SR 5/U.S.1 Expansion | Project Manager
- SR-823/Red Road/NW 57th Avenue | Project Manager
- Districtwide Intersection Resurfacing and Improvement Projects | Project Manager
- Local Agency Program (LAP) Administration – FDOT District 6 | LAP Administrator
- Districtwide Safety Improvement Projects | Project Manager
- SR-5 at Lehman Causeway Signalization Improvement | Project Manager

Tyler Wallum, PE

PD&E and Design

16 Years of Experience

Tyler Wallum, PE offers experience in transportation engineering and project management, specializing in geometric design, roadway reconstruction, and advanced temporary traffic control. He has served as Project Manager and Engineer of Record for a wide range of projects, including major capacity improvements, PD&E studies, and 3R roadway enhancements. His portfolio includes complex, multi-jurisdictional projects such as the NASA Causeway Bridge Replacement, SR A1A RRR, and US 41 PD&E, where he led traffic operations, permitting, public coordination, and TTCP development. With certifications in Advanced MOT, training in FDOT ORD 3D Modeling, and expertise in AutoCAD Civil 3D, Mr. Wallum consistently delivers safe, constructible, and context-sensitive designs.

Relevant Project Experience

- NASA Causeway Bridge Replacement | Project Manager, Engineer of Record, TTCP Engineer of Record
- NASA Causeway Bridge PD&E Study | Engineering Lead
- US 41 (SR 45) PD&E Study | Senior Roadway Design Engineer
- I-75 (SR 93) Widening PD&E Study | Engineering Lead
- Recker Highway Grade Separation over CSX | Project Manager
- SR 430 RRR (Clyde Morris Blvd to Beach St) | Project Manager, Engineer of Record
- SR A1A RRR (John D. McArthur State Park to Portage Landing North) | Project Manager, Engineer of Record

Yongqiang Wu, PE

Systems Planning

24 Years of Experience

Yongqiang Wu, PE offers over 24 years of experience in transportation engineering and planning, with expertise in travel demand modeling, traffic operational analysis, transit studies, and land use forecasting. He has led and supported projects for FDOT Central Office, Districts 4 and 6, and numerous MPOs across Florida, serving as Project or Task Manager on PD&E traffic development, freight mobility, and multimodal planning initiatives. His portfolio includes the PortMiami Tunnel Freight Mobility Study, SERPM model development, and US-1 Express Lanes forecasting. Proficient in platforms such as FSUTMS, SERPM, TransCAD, EMME, VISSIM, and ArcGIS, Mr. Wu will lead traffic forecasting, scenario modeling, and data interpretation for this study, providing insight into current conditions and long-term impacts on mobility, land use, and community needs.

Relevant Project Experience

- General Planning Support, Miami-Dade County DTPW | Task Manager and Senior Engineer
- PortMiami Tunnel Freight Mobility Evaluation Study, FDOT District 6 | Project Manager
- Mobility Trends, Performance, Data and Analysis Consultant Services, FDOT Central Office | Task Manager
- General Planning Consultant for Systems Management Division, FDOT Central Office | Task Manager
- Southeast Florida Regional Planning Model (SERPM), Version 9, Miami-Dade Transportation Planning Organization (MD-TPO) | Task Manager
- Miami-Dade TPO General Planning Consultant VIII | Technical Support Lead

Steve Hughes, PE

Sr. Design Engineer

23 Years of Experience

Steve Hughes, PE has extensive transportation engineering experience, specializing in roadway design, safety improvements, multimodal planning, and utility coordination. A key member of the original Intracoastal Mall PD&E team, he provides critical continuity and site-specific insight that will enhance the quality and efficiency of the feasibility study. Formerly with FDOT District 4 for over 12 years, Steve now leads CTS Engineering's Design and Geospatial Teams, managing a wide range of corridor and intersection improvement projects, including PD&E studies, safety retrofits, and design-build RFPs. As a skilled project manager and Engineer of Record, he is experienced in 3D design, ADA upgrades, drainage improvements, utility conflict resolution, and permitting. His in-depth knowledge of FDOT manuals and procedures ensures technically sound, compliant, and constructible solutions that support agency coordination and project success.

Relevant Project Experience

- Golden Glades Truck Travel Center, FDOT District 6 | Project Manager
- Cont. Services Minor Project Design Consultant, FDOT District 4 | Project Manager and Engineer of Record
- Districtwide Safety Pushbutton Projects, FDOT District 6 | Project Manager and Engineer of Record
- US-27 Safety Projects, FDOT District 4 | Project Manager and Engineer of Record
- SR 932/NW 103rd Street RRR and Safety, FDOT District 6 | Project Manager and Engineer of Record
- SR-80 Lighting, FDOT District 4 | Senior Utility Coordinator and Survey/SUE Oversight

Brent Lee Shue Ling, PE

Sr. Design Engineer

19 Years of Experience

With over 19 years of specialized experience in civil and transportation engineering, with a proven track record in managing large-scale roadway, highway, and mobility improvement projects, Brent Lee Shue Ling, PE offers extensive expertise in site development and design, land use planning, roadway design, pavement design, traffic control, and safety improvements. Brent has led numerous projects for the Florida Department of Transportation (FDOT), where he served in roles ranging from Project Manager to Engineer of Record. His work includes complex assignments such as the SR-932/NW 103rd Street RRR and Safety Improvements and the SR-A1A Washout Reconstruction, both of which involved coordination with local agencies, utility owners, and stakeholders.

Relevant Project Experience

- SR 7 Mobility and Transit Improvements, FDOT District 4 | Project Manager & Engineer of Record
- Cont. Services Minor Project Design, FDOT District 4 | Project Manager & Engineer of Record
- Miramar Blvd. Park and Ride Lot, FDOT District 4 | Project Manager
- Old Dixie Highway Complete Streets, FDOT District 4 | Project Manager and Engineer of Record
- Golden Glades Truck Travel Center, FDOT District 6 | Engineer of Record
- SR 838 Sunrise Blvd. Bridge Reconstruction, FDOT District 4 | Lead Designer, Project Manager and Engineer of Record FDOT In-house Section 2

Subconsultant Team

CMA joins the CTS Engineering team as a key subconsultant, providing support in civil engineering design, utility coordination, and permitting services. With a strong presence throughout South Florida and extensive experience partnering with FDOT, municipalities, and local agencies, CMA brings critical local insight and technical expertise to the feasibility study.

CMA's role in this pursuit includes identifying and resolving potential utility conflicts, assisting in the evaluation of existing infrastructure conditions, and supporting the development of constructible design concepts for the proposed Texas U-turn. Their proven ability to navigate complex urban environments and multi-agency coordination will ensure the study is practical, forward-thinking, and implementation-ready.

AREHNA will serve as the geotechnical engineering lead. With over two decades of experience in South Florida and specific familiarity with subsurface conditions near the project site, AREHNA brings invaluable technical insight to this effort. Their previous work on nearby projects—including the NE 151st Street/Bay Vista Boulevard Improvements and Broad Causeway Bridge PD&E—demonstrates their capacity to evaluate foundation suitability, subsurface risks, and construction feasibility under complex coastal conditions. AREHNA operates an FDOT-approved, AASHTO-accredited laboratory with in-house drilling capabilities. Their geotechnical scope will include subsurface exploration, assessment of unsuitable soils (including potential muck layers), groundwater level evaluations, and foundation recommendations.

Ben Lehr, P.E., LEED AP

Principal Engineer

20 Years of Experience

Mr. Lehr's expertise includes horizontal design, roadway improvements, stormwater systems, utility conflict resolution, and permitting coordination with agencies such as FDOT, Miami-Dade County, and local municipalities. He has overseen numerous complex transportation projects requiring careful integration of public infrastructure with private development and long-term mobility strategies. For this assignment, Mr. Lehr will lead CMA's contributions to utility research and coordination, permitting evaluations, and site infrastructure assessments, ensuring that all design recommendations are technically sound, constructible, and aligned with the City's standards and regulatory requirements.

Angela Alba, PE

Chief Geotechnical Engineer

26 Years of Experience

Ms. Alba has led geotechnical services on projects such as the Broad Causeway Bridge PD&E, I-395 and I-595 corridor studies, and NE 151st Street/Bay Vista Road improvements—providing her with direct familiarity with coastal and subsurface conditions similar to those anticipated at the NE 163rd Street and NE 35th Avenue site. She is well-versed in analyzing unsuitable soils, vibration mitigation, shallow and deep foundation systems, and geotechnical design solutions aligned with FDOT standards.

CECOS offers over 20 years of specialized experience in environmental permitting, ecological assessments, and NEPA documentation across South Florida. Founded and led by Wendy Cyriacks, who brings over 35 years of environmental experience in Florida, CECOS is recognized for its deep regulatory knowledge and proven track record supporting transportation infrastructure projects.

CECOS's capabilities include wetland delineation, threatened and endangered species surveys, contamination screening, marine and terrestrial habitat assessments, and noise and air quality evaluations. They have successfully supported FDOT, USACE, FDEP, SFWMD, and numerous municipalities with environmental compliance, Section 7 consultation, GIS habitat mapping, and permitting under SWERP, Section 404, and coastal construction programs.

Wendy Cyriaks

Principal/Chief Scientist

35 Years of Experience

Ms. Cyriacks' expertise spans wetland delineation, threatened and endangered species surveys, contamination assessments, marine benthic surveys, and Section 4(f) and Section 7 consultations. She has coordinated extensively with permitting agencies such as USACE, FDEP, USCG, and SFWMD, and has successfully secured approvals for complex projects located within Outstanding Florida Waters and Aquatic Preserves. She has extensive environmental consulting experience throughout Florida, specializing in NEPA documentation, environmental permitting, and natural resource assessments for transportation infrastructure projects. As Principal and Chief Scientist at CECOS, she has led environmental services for major PD&E studies, including roadway, transit, and bridge replacement projects across South Florida.

With a proven track record supporting local governments, redevelopment agencies, and public-private partnerships, H.E.R.S. brings both technical expertise and deep community ties—making them an ideal partner to lead outreach for this infrastructure initiative. H.E.R.S. will manage a comprehensive engagement program that will ensure transparent, inclusive, and culturally relevant engagement throughout the study process.

Krystal Patterson, MPA

Principal

17 Years of Experience

Ms. Patterson's expertise spans public outreach design, grassroots engagement, intergovernmental coordination, and equitable redevelopment strategies. Her previous leadership roles in code enforcement, solid waste, and community redevelopment agencies have provided her with a comprehensive understanding of government operations and civic dynamics. Notably, she has successfully led public involvement campaigns for cities such as Pompano Beach, Miami Gardens, and Hallandale Beach, resulting in measurable community benefits, increased local hiring, and successful voter-supported initiatives.

Organizational Chart

Principal-In-Charge	Project Manager	QA/QC Officer
Sheng Yang, PE, PTOE	Rax Jung, PhD, PE	Danny Iglesias, PE

Legend	
CTS	CTS Engineering
CMA	Chen Moore and Associates
AREHNA	AREHNA Engineering
CECOS	Cyriaks Environmental Consulting Services
HERS	H.E.R.S. Consulting

Comprehensive Feasibility Study
Rax Jung, PhD, PE (CTS) Yongqiang Wu, PE Tyler Wallum, PE Steve Hughes, PE (CTS) Brent Lee Shue Ling, PE (CTS)

Environmental Impact Assessment
Brian Voelker, MS, SPWS, ISA CA, CLI (CMA) Camille Schillizzi, ISA CA (CMA) Wendy Cyriaks (CECOS) Shannon Kelly (CECOS) Kevin Cash, MS (CECOS)

Regulatory And Permitting Review
Rax Jung, PhD, PE (CTS) Tyler Wallum, PE (CTS) Steve Hughes, PE (CTS) Brent Lee Shue Ling, PE (CTS) MarQuellus Bennett, PE (CTS) Brian Voelker, MS, SPWS, ISA CA, CLI (CMA) Wendy Cyriaks (CECOS)

Stakeholder Engagement
Krystal Patterson, MPA (HERS) George Rich, BSN, PHR (HERS)

Risk Assessment
Tyler Wallum, PE (CTS) Steve Hughes, PE (CTS) Brent Lee Shue Ling, PE (CTS) Ben Lehr, PE, LEED AP (CMA) Wendy Cyriaks (CECOS)

Preliminary Cost Estimation
Steve Hughes, PE (CTS) Brent Lee Shue Ling, PE (CTS) Tyler Wallum, PE (CTS)

Report Preparation and Presentation
Rax Jung, PhD, PE (CTS) Tyler Wallum, PE (CTS) Sheng Yang, PE, PTOE (CTS) Steve Hughes, PE (CTS) Brent Lee Shue Ling, PE (CTS)

Preliminary Engineering Studies	
Geotech Investigations	Angela Alba, PE (AREHNA) Jessica McRory, PE, LEED AP (AREHNA)
Structural Assessments	Alejandro Linchenat, PE, CGC (CTS) Ben Lehr, PE, LEED AP (CMA)
Hydrological Studies	MarQuellus Bennett, PE (CTS)
Utility and Infrastructure Assessments	Steve Hughes, PE (CTS) Dennis Stanton (CTS) Freeman Bass, PE (CMA)

Rax Jung, PhD, PE

Project Manager

Rax Jung was the Project Development Engineer with 10 years of experience for the Florida's Turnpike Enterprise. He was responsible for directing/supporting PD&E development process, coordinating public involvement events and value engineering studies, and managing ETDM. His experience also includes interchange access request, traffic cand revenue study, traffic forecasting/operation analysis, and consultant management in supporting production. His research background has helped him publishing several research papers in peer-reviewed journals, contributing to the academic field through his scholarly work.

Years of Experience
22

Areas of Expertise
PD&E, ETDM, Travel Demand Modeling, Traffic Engineering, Transportation Planning/Research

Education
Ph.D. in Civil Engineering/Transportation
M.S. in Environmental Engineering

Professional Registrations
P.E. (FL Lic. No: 64686)

Certifications & Training
Certified Public Manager

Project Experience

Widen Suncoast Parkway PD&E from S of Van Dyke Road to SR 52, Hillsborough and Pasco Counties, Florida's Turnpike Enterprise. Project Development Engineer. Widen 16-mile Suncoast Parkway from existing 4 to 6/8 lanes in conjunction with trail optimization, existing interchange improvement, and new interchange evaluation. (FDOT Contact: Henry Pinzon, PE; Telephone: 407-264-3802; Start/End Date: 2nd Quarter 2023 – Current)

Widen Turnpike PD&E from SR 408 to SR 50, Orange County, Florida's Turnpike Enterprise. Project Development Engineer. Widen 10-mile Turnpike from existing 8 to 10+7CD lanes including 2 system interchange (TPK/SR 408 & TPK/SR 429) improvement and new interchange evaluation. (FDOT Contact: Henry Pinzon, PE; Telephone: 407-264-3802; Start/End Date: 3rd Quarter 2019 – 4th Quarter 2023)

Widen SR 429 PD&E from I-4 to Seidel Road, Orange and Osceola Counties, Florida's Turnpike Enterprise. Project Development Engineer. Widen 10-mile SR429 from existing 4 to 8 lanes, existing interchange improvement, and new interchange evaluation. (FDOT Contact: Henry Pinzon, PE; Telephone: 407-264-3802; Start/End Date: 1st Quarter 2021 – 1st Quarter 2023)

Poinciana Parkway Extension Connector PD&E from CR 532 to I-4/SR 429, Osceola and Polk Counties, Florida's Turnpike Enterprise. Project Development Engineer. 3-mile new 6-lane limited access toll facility connecting I-4/SR429 system interchange. (FDOT Contact: Henry Pinzon, PE; Telephone: 407-264-3802; Start/End Date: 1st Quarter 2021 – 4th Quarter 2023)

Widen Sawgrass Expressway PD&E from US 441 to Powerline Road, Broward County, Florida's Turnpike Enterprise. Project Development Engineer. Widen Sawgrass Expressway from existing 6 to 8+4CD lanes including system interchange (Sawgrass/TPK) and existing interchange improvement. (FDOT Contact: Henry Pinzon, PE; Telephone: 407-264-3802; Start/End Date: 2nd Quarter 2016 – 1st Quarter 2024)

Years of Experience
23

Areas of Expertise
GIS Application, Computer Programming, AI Application in Transportation and Transit Planning, Traffic Simulation, Traffic Operation, Traffic Data Collection, Travel Demand Modeling, Land Use Modeling, Computer Aided in Traffic Engineering

Education
M. Sc. in Civil Engineering, Florida International University, Miami, FL, 2002

B. Sc. in Civil Engineering Southeast University, Nanjing, China, 2000

Professional Registrations
Florida P.E. # 64802, 2006; P.T.O.E.

Sheng Yang, P.E., PTOE
Principal-In-Charge

Mr. Yang 23 years of engineering experience with emphasis in Geographic Information System (GIS) application, traffic engineering, transportation planning, and data management. Prior to joining the industry, Mr. Yang was a Research Assistant in the Lehman Center of Transportation Research (LCTR) at Florida International University (FIU). He has been involved in several research projects for Florida Department of Transportation (FDOT), which focus on travel demand model improvements and GIS application in transportation planning. After he started his professional career, Mr. Yang has served FDOT and many other local governments, such as Miami-Dade County and TPO, Broward County and MPO, City of Miami, City of Coral Gables, and City of Doral. He has provided professional services with ESRI ArcGIS Pro software for developing GIS databases, 3D modeling, geospatial analysis, and advanced GIS programming development. Mr. Yang also has extensive experience in multimodal planning and engineering, traffic analyses, managed lane feasibility studies, transit corridor studies, traffic simulation, travel demand modeling, transit and multimodal minor design, PD&E studies, park & ride, corridor action plan/master plan development, ITS planning and technology implementation, traffic impact study and reviews, traffic data collection, long range travel demand forecasts, school zone studies, and local government transportation system master plan development. He is familiar with various simulation platforms, programming languages, and demand modeling programs.

Project Experience

Districtwide GIS Program Support, FDOT District 4. Project Manager. Performed GIS program administration support for complex State transportation infrastructure system. Managed development of GIS programming, application, mapping, and 2D/3D modeling for state facility drainage and water system. Performed data analysis, database development, GIS program development, data digitalizing, mapping, and asset management. Tasks also include state facility right-of-way digitalizing into GIS program, project specific drainage and utility system 3D modeling. (Client: FDOT District 4; Location: Broward County, Florida; Contact: Kara Schwartz; Telephone: 954-677-4364; Start/End Date: 11/2014-Present).

Transit and Multimodal Development Continuing Services; FDOT District 4. Project Manager. Performed transit, rail, freight, and multimodal system program administration and engineering support. Perform Districtwide grants (FTA, FRA, FHWA, and state) administration and application process for multimodal system. Performed safety and security review and vehicle inventory review for transit and rail system. Led the planning and engineering support for FEC/CSX Rail Crossing Delay Study, Hialeah Rail Yard Master Plan Scoping, Park & Ride Facility Planning, Engineering, and Design, High Crash Rail Crossing Safety Study and Design, Crossing Trespassing Design, Conceptual Design for Multimodal Development, Sample Road Multimodal Improvement Study, University Drive Alternative Analysis, and SR-7 South Transit Improvement Study. (Client: FDOT District 4; Location: Broward County, Florida; Contact: Gregor Senger; Telephone: 954-677-4141; Start/End Date: 09/2016-Present)

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DW GIS Program Support, FDOT District 6. Project Manager. Provide comprehensive GIS program support for FDOT District 6 State roadway and bridge system. Mr. Yang oversee the development of various GIS program for FDOT, including the GIS Viewer Plus, FDOT Memorial Maker, DIGA Drainage Inquiry, 3R Application, GAMA GIS Asset Management Application, etc. He performed geospatial services; database design and implementation; configuration and optimization of enterprise applications such as Primavera, ArcGIS, and SharePoint; and application development, including cloud-based web services, desktop/smartphone/tablet applications and field data collection systems. CTS also perform GIS mapping, GIS database development, and 2D/3D modeling for state facility drainage and water system. (Client: FDOT District 6; Location: Miami-Dade County, Florida; Contact: Ana Calleja, P.E.; Telephone: 305-470-5373, Start/End Date: 02/2016-Present).

Districtwide Traffic Operation/Safety Studies, FDOT District 6. Project Manager. Perform traffic engineering operational and safety studies and reviews for Traffic Operations Office. Tasks include traffic simulation, intersection assessment, traffic data collection, signal warrant analysis, sight distance evaluation, LOS analysis, safety and crash analysis, signal timing optimization, and fatal crash reviews. Perform comprehensive reviews representing FDOT for Miami-Dade SMART Corridor. (Client: FDOT District 6; Location: Miami-Dade County, Florida; Contact: Ramon Sierra; Telephone: 305-470-5336; Start/End Date: 2013-Present).

PortMiami Tunnel Freight Mobility Evaluation Study, FDOT District 6. Principal in Charge. Oversee the tasks evaluating existing and future multimodal transportation system conditions with PortMiami Tunnel in operation. Tasks include future multimodal improvements identification; coordination with PortMiami, CSX, FEC, cruise companies, and other partners; demand model development; Port Evacuation VISSIM Model development and validation; project management and documentation. (Client: FDOT District 6; Location: Miami-Dade County, Florida; Contact: Carlos Castro; Telephone: 305-470-5238; Start/End Date: 2017-Present).

Districtwide SIS Program Support, FDOT District 4. Project Manager. Provided comprehensive planning and engineering services for FDOT District 4 Strategic Intermodal System (SIS). Lead the tasks of performing SIS facility LOS evaluation, developing SIS corridor action plan/master plan, Interchange access documents development and reviews (IJR/IMR/IOAR), SIS Cost Feasible Plan Development, LRTP development, DRI and Sub-DRI reviews, Comp Plan Review and growth management documentation reviews, ITS and other technology review for SIS operation improvements, SIS management database and program development, and concurrency and development plan reviews. Assist the Department in preparing and participating at public meetings, coordination with local governments. As part of the contract, Mr. Yang recently assisted the Department with Interchange Operations Analysis Reports (IOAR) for I-95 at Woolbright Road, I-95 at Gateway Blvd, I-95 at 6 Avenue S., I-95 at 10 Avenue N. and I-95 at Lantana Road. (Client: FDOT District 4; Location: Broward County, Florida; Contact: Tammy Campbell; Telephone: 954-777-4668; Start/End Date: 09/2010-Present).

Multi-Modal Modeling Support, FDOT District 4. Project Manager for Sub-Consultant. Provided full transit data collection (OD and BA surveys) support for BCT and Palm Tran using smart phones and tablet equipment. Lead the tasks in planning and analysis of the BCT and Palm Tran on-board surveys, developing the draft survey plan, which focused on minimizing sample and expansion bias. Performed QA/QC of the survey results and identified new technologies to improve data accuracy and save the data collection cost. (Client: FDOT District 4; Location: Broward County, Florida; Contact: Scott Seeburger; Telephone: 954-777-4632; Start/End Date: 09/2011-Present).

Districtwide General Planning Consultant, FDOT District 4. Project Manager. Provided planning and engineering services to supplement the Department's System Planning, Statistics and PD&E Staff. Assisted the Department in producing Design Traffic Report for PD&E studies, 18-Kip Reports, comprehensive GIS support, FSUTMS Model (SERPM and GTCRPM) Development and Application Support, Interchange access proposals and reviews (IJR/IMR/IOAR), Q/LOS Support, Traffic Analyses Review, Socioeconomic Data Development, Interchange Operation/Modification/Justification study and reviews, LRTP development, DRI and Sub-DRI reviews, growth management documentation reviews, and on-site Support. (Client: FDOT District 4; Location: Broward County, Florida; Contact: Chon Wong; Telephone: 954-777-4659; Start/End Date: 09/2010-Present).

Years of Experience
39

Areas of Expertise
Project Management, Traffic Operations, Maintenance of Traffic, Local agency Planning (LAP), Landscape Management, Public Records Management, Planning and Designing for the Aging Population, P.D. & E Process, Public Involvement, Right of Way, Legal Considerations in Access Management, Real Estate Management and Sales, Land Development Regulations

Education
B. Sc. in Civil Engineering
University of Florida, Gainesville, Florida, 1980

Professional Registrations
Florida P.E. # 37287, 1986

Florida Real Estate # 51287

Danny Iglesias, P.E.
QA/QC Officer

Mr. Iglesias has 39 years of engineering experience in the Florida Department of Transportation with emphasis in Consultant Project Management, in District 6. During his career, Mr. Iglesias worked in Project Management and Traffic Operations upon graduating the FDOT Professional Training Program. In 1985 through 1987 he was the District Legal Engineer and represented the state in court until his return to Consultant Management as a Senior Project Manager in 1987 until his retirement from FDOT in 2016. During the late eighties to mid. nineties, Mr. Iglesias was in charge of one of the two project management teams for District 6. Between 1996 through 1999 he took the additional roll of District Landscape Manager and was successful in obtaining funds for local Landscape Projects in Dade and Monroe County through the Highway Beautification Grant. During 2000 through 2013 he was assigned the roll of District Local Agency Program Administrator (LAP) for District 6 in addition to his duties as Senior Project Manager and was a member of the Statewide LAP Administrators Task Team providing key input for establishing the guidelines for Certifying Local Agencies in LAP Administration. Mr. Iglesias Certified over 30 Municipalities during his tenure as LAP Administrator. In addition to his engineering work, Mr. Iglesias was also one the Founders of the City of Sunny Isles Beach which he served on the Commission as an elected official from 1997 until 2007 where he termed out of office. With key input on the comprehensive plan and zoning changes he was influential bringing world class developers such as Donald Trump to the City thus turning Sunny Isle Beach into one of the richest cities per square foot in the world. During 2002 through 2007 he continued to serve his community by serving on the Board of Trustees of Aventura Hospital, a period where the hospital doubled its size adding over $135 million of expansion.

Project Experience

Port of Miami Bridge, FDOT District 6. Project Manager. Responsible for managing all the design and permit process and agency coordination for the new Port of Miami Bridge from Biscayne Boulevard to Watson Island as well as the roadway expansion of Port Boulevard in Watson Island. This project was nominated and won the FHWA Excellence in Design Award. (Client: FDOT District 6; Location: Dade County, Florida; Contact: Teresita Alvarez; Telephone: 305-470-5289).

Biscayne Boulevard/SR 5/U.S.1 Expansion Project, FDOT District 6. Project Manager. This project consisted of widening SR5/ U.S.1 From N.W. 87th avenue to N.W 215th avenue from a four-lane typical section to an eight-lane typical section. Responsible for managing all the design, permit process, utilities, right of way requirements. Coordinate all state, federal municipal and local agency activities. Coordinate all planning and traffic analysis services for all maintenance of traffic and coordinate all phase reviews within the district staff. This project won the FHWA Excellence in Design Award. (Client: FDOT District 6; Location: Dade County, Florida; Contact: Teresita Alvarez; Telephone: 305-470-5279).

SR-823/Red Road/NW 57th Ave, FDOT District 6. Project Manager for managing all the design, permit process, utilities right of way requirements, coordinate all the

county, state and City of Hialeah, local official's meetings as well as all FDOT phase review meetings. (Client: FDOT District 6; Location: Dade County, Florida. Contact: Teresita Alvarez; Telephone: 305-470-5287).

Districtwide Intersection Resurfacing and Improvement Project, FDOT District 6. Project Manager. Managed several Districtwide contracts involving resurfacing various roadways in Dade and Monroe County throughout Dade and Monroe Counties that involved both state and federal funding. (Client: FDOT District 6; Location: Dade County, Florida; Contact: Teresita Alvarez; Telephone: 305-470-5289).

Local Agency Program (LAP) Administrator, FDOT District 6. Administrator. Was responsible for managing the districts LAP program overseeing that FHWA funds allocated to the local Municipalities to incorporate in the agency's local enhancement project. Served as the responsible person in the District for Certifying the municipalities under the LAP guidelines. Certified over 30 municipalities making them eligible to spend the federal monies in their local enhancement project while providing oversite and monitoring their performance. (Client: FDOT District 6; Location: Dade County, Florida; Contact: Harold Desdunes; Telephone: 305-479-5200).

Districtwide Safety Improvement Projects, FDOT District 6. Project Manager. Managed the consultant design contracts on various Districtwide Safety Improvement projects in the district in both Dade and Monroe county that included but not limited to: Flagler Street, Lejeune Road, N.W. 107th avenue, Bird Road, NW. 12th avenue, Biscayne Boulevard, Miami Gardens Drive, Red Road/57th avenue, Roosevelt Blvd, NW 79th street, Alton Road, and Collins Avenue. (Client: FDOT District 6; Location: Dade County, Florida; Contact: Teresita Alvarez; Telephone 305-470-5287).

SR856/William Lehman Causeway Bike Path Pilot Program, FDOT District 6. Project Manager. Responsible for managing the Design Consultant in the first ever statewide pilot program to put a bike path in a limited access roadway. (Client: FDOT District 6; Location: Miami- Dade County, Florida; Contact: Teresita Alvarez; Telephone: 305-470-5287).

Districtwide Signalization Improvement Project, FDOT District 6. Project Manager. This project consisted of upgrading multiple intersections in Dade county from span wire to mast arms. (Client: FDOT District 6; Location: Miami- Dade County, Florida; Contact: Teresita Alvarez; Telephone: 305-470-5287).

SR-5 At Lehman Causeway Signalization Improvement, FDOT District 6. Project Manager. This project consisted of safety and signalization improvement of the intersection. The work included 5 signal mounted traffic signals, an additional left turn movement converting the intersection from dual left eastbound movement to a triple left turn movement as well as mast arm relocations on the existing signals. (Client: FDOT District 6; Location: Miami- Dade County, Florida; Contact: Teresita Alvarez; Telephone: 305-470-5287).

SR-826/NW 167th Street from Golden Glades to NE 18th Street, FDOT District 6. Project Manager. Project consisted of pedestrian crossing signalization improvements, additional left turn access and ADA ramp upgrade. (Client: FDOT District 6; Location: Miami-Dade County, Florida; Contact: Teresita Alvarez; Telephone: 305-470-5287).

Port of Miami Tunnel Freight Study, FDOT District 6. Q/C officer and District 6 liaison. Supports Project Manager in Data Collection, meeting coordination and liaison to state and local agencies. Overseas the QA/ QC peer review. (Client: FDOT District 6; Contact: Carlos Castro; Telephone: 305-470-5238).

Years of Experience
23

Areas of Expertise
Roadway/Highway Design/3D Modeling, Utility Coordination, Multi-modal Improvements, Signing & Pavement Markings, Signalization, and Lighting

Education
Bachelor of Science in Civil Engineering, University of Florida, 2001

Professional Registrations
Florida P.E. # 64740, 2006
Georgia P.E. # 048976, 2022

Certifications & Training
Advance MOT Certification
FDOT Supervisor Academy
FDOT Management Academy
FDOT Specifications Training
3D Modeling Roadway Design - FDOT

Steve Hughes, P.E.

Senior Engineer I

Mr. Hughes has over 23 years of engineering experience, specifically in the areas of roadway and transportation design. Prior to joining CTS Engineering, Inc., Mr. Hughes spent the first 12.5 years of his career with the Florida Department of Transportation (FDOT) District 4 as a Designer, Lead Engineer, and Assistant Section Leader for District 4 In-House Design. He worked on and assisted managing a variety of projects including Safety, RRR, Widening/Reconstruction, Major Bridge, and Design Build. Mr. Hughes also performed tasks for a variety of projects including Utility Coordination, Estimates, Value Engineering Studies, Project Scheduling, and Plans/Permit Reviews. Mr. Hughes was also the District 4 CADD Graphical User Group and Roadway Technical Advisory Committee Leader. From 2013 to present, Mr. Hughes has served as the Project Manager, Senior Engineer, Engineer of Record (EOR), and Senior Utility Coordinator for a variety of the FDOT and County design, planning, and survey/SUE projects. Projects have included RRR, Widening, Intersection/Interchange Improvements, Safety, Push Button, Signalization, Lighting, Multimodal Corridor Studies, Transit Improvements, Park & Ride/Travel Centers, RFP Development, and Joint Lease Agreements. Currently, Mr. Hughes manages the CTS Design and Geospatial Teams while remaining hands on with quality control reviews, utility coordination, and CADD including 3D modeling.

Project Experience

Continuing Services Minor Project Design Consultant (FPID 441946-1; Contract CA982), FDOT District 4. Project Manager and Engineer of Record. Contract includes supporting the District 4 Design Office with comprehensive design services to produce construction contract plans for a variety of projects. Typical projects include RRRs, Safety Improvements, Corridor Lighting, Bridge Rehabilitations, and Off-System Mobility Projects. All project plan sets are developed in CADD utilizing 3D modeling and include utility designates, test holes, utility coordination, and utility relocations. Primary responsibilities include serving as Engineer of Record on various individual task work orders, utility coordination, and quality control reviews of all construction plans, calculations, and technical aspects of the project. (FDOT Contact: Anson Sonnett, PE; Telephone: 954-777-4474; Start/End Date: 2020-Present).

SR-80 Lighting (FPID 441756-1; Contract CAG47), FDOT District 4. Senior Utility Coordinator and Survey/SUE Oversight. Project included 18 miles of continuous lighting along SR-80 from SR-15 to CR-880. CTS' role included survey, designates/test holes throughout the corridor limits, and utility coordination. Primary responsibilities included utility coordination and clearance of conflicts with ten utility agencies. (FDOT Contact: Omid Fallahinejad, PE; Telephone: 954-777-4558; Start/End Date: 2021-2023).

Districtwide Safety Pushbutton Projects (FPID 431635-2; Contract C9H46), FDOT District 6. Project Manager and Engineer of Record. Contract includes push button design projects originating from Traffic Operation Studies, Requests, and Fatal Crash Report Analysis. Includes research, analysis, and vetting safety/fatal crash reports and recommendation, then completing design projects within a 6- month timeframe. Typical projects include pedestrian and multimodal improvements (including ADA upgrades), signing and pavement markings, signalization, lighting, intersection improvements, drop-off and above ground fixed object shielding, drainage improvements, and general roadway and operational improvements. Contract requires close coordination with the FDOT Design, Traffic Operations, and Construction. CTS handled utility coordination and utility work schedules for all task work orders. External coordination included all utility owners and Miami-Dade County Traffic & Signals and Miami-Dade Transit. (FDOT Contact: Ramon Sierra, PE; Telephone: 305-470- 5336; Start/End Date: 2014-Present).

Golden Glades Truck Travel Center (GGTTC) (FPID 445984-1; Contract CAE44), FDOT District 6. Project Manager. Project encompasses the design and construction of a commercial truck parking facility within the Golden Glades Interchange. This facility will accommodate a minimum of 135 truck parking spaces on a 15 acres site and will also include lighting, drainage system, restrooms, water/sewer improvements, landscaping, and security features. Additional amenities may include vehicle and truck fueling stations, travel center with retail space and quick service restaurants, truck repair facility, truck wash, certified static scale, and Truck Parking Availability System (TPAS). Primary responsibilities include Design-Build Request for Proposal Development, Conceptual Plans (including site development and modeling), Utility Coordination, Scheduling, Estimates, and technical support for a Joint Use Lease Agreement. (FDOT Contact: Carlos Castro; Telephone: 954-777-4499; Start/End Date: 2020-Present).

US-27 Safety Projects (FPID 439939-1, 439940-1, 440143-1, 440143-2; Contract CA180), FDOT District 4. Project Manager and Engineer of Record. Project includes safety improvements along US-27 in Broward County from just N of I-75 to the Broward/Palm Beach County line. Improvements include shoulder widening, auxiliary lanes, internally illuminated RPM's, ITS enhancements, and other signing and pavement marking enhancements. The project also included SFWMD and USACE permitting, wetland mitigation, utility coordination, and drainage modifications. (FDOT Contact: Adham Naiem, PE; Telephone: 954-777-4440; Start/End Date: 2018-Present).

SR-932/NW 103rd Street RRR and Safety (FPIDs 434768-3/4; Contract CA323), FDOT District 6. Project Manager and Engineer of Record. Project includes milling and resurfacing, minor widening, and signalization/signing improvements to enhance traffic maneuvers. Project also includes ADA upgrades (including curb ramps, sidewalk, and bus stop locations), enhanced signing & pavement markings, utility coordination, and drainage improvements. Primary responsibilities include management of all aspects of the project. (FDOT Contact: Elsa Riverol, PE; Telephone: 305-470-5105; Start/End Date: 2019-Present).

NW 7th Avenue Complete Streets and RRR (FPID 430817-2; Contract C9G75), FDOT District 6. Project Manager and Engineer of Record. Project includes repurposing of the outside through lanes to bike lanes with on-street parking. Project also includes milling & resurfacing, raised medians, ADA upgrades (including sidewalk, curb ramps, and bus stop locations), enhanced signing & pavement markings, signalization, lighting retrofits, utility coordination, and drainage improvements. Primary responsibilities include management of all aspects of the project. (FDOT Contact: Raul Quintela, PE; Telephone: 305-470-5271; Start/End Date: 2014-2018).

I-95 Safety (FPIDs 434273-3/4; Contract C9W21), FDOT District 4. Project Manager and Engineer of Record. Project includes new lighting from SR-706 interchange to the CR-708 interchange. Project also includes extension of the northbound inside general-purpose lane, extension of the SR-706 exit ramps, advanced guide signs, and curve warning signs. CTS handled all aspects of utility coordination for the project. Primary responsibilities include management of all aspects of the project. (FDOT Contact: Bing Wang, PE; Telephone: 954-777-4406; Start/End Date: 2017-2022).

Years of Experience
18

Areas of Expertise
Project Management
Roadway/Highway Design
Pavement Design
Signing & Pavement Markings
Temporary Traffic Control

Education
B.E. in Civil Engineering, *Magna Cum Laude*
The City College of New York, 2005

Professional Registrations
Florida P.E. # 71453, 2010

Certifications & Training
Advance MOT Certification
FDOT Supervisor Academy
FDOT Management Academy
FDOT Leadership Academy

Brent Lee Shue Ling, P.E.

Senior Engineer I

Mr. Lee Shue Ling has over 18 years of engineering experience, specifically in the areas of roadway and transportation design. Prior to joining CTS Engineering, Inc., Mr. Lee Shue Ling spent the first 12.5 years of his career with the Florida Department of Transportation (FDOT). He spent 5 years as a Roadway Designer working on a variety of projects including RRR, Widening, and Reconstruction. From 2010 to 2012, Mr. Lee Shue Ling worked as the Assistant Section Leader for District 4 In-House Design Section Two. He was the Lead Engineer and Assistant Project Manager for a variety of projects including Safety, RRR, Widening/Reconstruction, Minor Bridge and Design Build. In addition to his duties as a Lead Design Engineer and Assistant Section Leader, Mr. Lee Shue Ling also performed tasks for a variety of projects including Long Range Estimates, Value Engineering Studies, Project Scheduling, and Plans/Permit Reviews. He also concurrently served as the District Pavement Design Engineer from 2008 to 2012 and was responsible for evaluating and approving all pavement design packages for District 4 during that time. In 2012, Mr. Lee Shue Ling joined the District 4 Consultant Project Management Section Six and served as a Project Manager until 2015. During this time, he managed a variety of projects including Safety, RRR, Widening/Reconstruction, Transit, Mobility, and Bridge Rehabilitation. In 2015, Mr. Lee Shue Ling became the Design Section Leader for District 4 In-House Design Section Two, where he led a group of 8 designers and engineers in the production of contract plans. From 2015 to 2018, he was the Project Manager and Engineer of Record (Roadway Design) for several projects including Safety, RRR, Mobility, Complete Streets, Widening/Reconstruction, Transit, Landscaping and Design Build.

Project Experience

Continuing Services Minor Project Design Consultant (FPID 441946-1; Contract CA982), FDOT District 4. Project Manager and Engineer of Record. Contract includes supporting the District 4 Design Office with comprehensive design services to produce construction contract plans for a variety of projects. Typical projects include RRRs, Safety Improvements, Bridge Rehabilitations, Off-System Mobility Projects and In-House Staff Augmentation. Primary responsibilities include overall contract management for assignment of tasks to internal staff and subconsultants, serving as Engineer of Record on various individual task work orders, quality control reviews of all construction plans, calculations and technical aspects of the project. (FDOT Contact: Robert Bostian, PE; Telephone: 954-777-4427; Start/End Date: 2018-Present).

SR-932/NW 103rd Street RRR and Safety (FPIDs 434768-3/4; Contract CA323), FDOT District 6. Senior Engineer. Project includes milling and resurfacing, minor widening, lighting and signalization/signing improvements to enhance traffic maneuvers. Project also includes ADA upgrades (including curb ramps, sidewalk, and bus stop locations), enhanced signing & pavement markings, and drainage improvements. Primary responsibilities include quality control reviews of all construction plans, calculations and technical aspects of the project. (FDOT Contact: Elsa Riverol, PE; Telephone: 305-470-5105; Start/End Date: 2019-Present).

Transit Access Plan, Palm Beach Transportation Planning Agency. Project Manager. This project identified pedestrian and bicycle infrastructure improvements within the corridors surrounding six Palm Tran transit stops, with the goal of improving the conditions along the adjacent corridors for safer movement of pedestrians and bicyclists, and to create an environment that encourages healthy behavior and multimodalism. Primary responsibilities included the general project management, organization of field visits and meetings with all stakeholders, preparation of concept plans, cost estimates of improvements and development of summary report. (PBTPA Contact: Valeria Neilson, AICP; Telephone: 561-478-5743; Start/End Date: 2018-2019).

SR-7 Mobility & Transit Improvements (FPIDs 427937-1, 427937-2 & 427938-1), FDOT District 4. Project Manager and Engineer of Record FDOT In-House Section 2. These adjacent projects installed enhancements along a 12.5 mile stretch of SR-7 from Commercial Blvd. in Broward County to Glades Road in Palm Beach County. Enhancements included widening for buffered bike lanes, shared use paths and sidewalks, bus stop amenities, signalization upgrades to detection/communication, and lighting retrofits. Primary responsibilities included Project Manager and Engineer of Record for Roadway and Signing & Marking Plans. (FDOT Contact: Scott Peterson, PE; Telephone: 954-777-4416; Start/End Date: 2015-2018).

Miramar Blvd. Park and Ride Lot (FPID 435855-1), FDOT District 4. Project Manager. This project proposed the redevelopment of an 18 acre site to construct of a new park and ride lot within the City of Miramar in Palm Beach County. The park and ride lot included over 480 parking spaces, bus shelter area, lighting, landscaping, fire hydrant system and automatic gated entry/exit for buses. The project involved right of way transfers, and extensive coordination with Broward County, the City of Miramar, FPL, and adjacent business owners. Primary responsibilities included Project Manager and Engineer of Record for Roadway and Signing & Marking Plans. (FDOT Contact: Scott Peterson, PE; Telephone: 954-777-4416; Start/End Date: 2015-2018).

Old Dixie Highway Complete Streets (FPID 432949-1), FDOT District 4. Project Manager and Engineer of Record FDOT In-House Section 2. This project introduced several traffic calming and complete street features to a local neighborhood road along Old Dixie Hwy. between NE 13th Street and the Bridge over Middle River within the City of Fort Lauderdale, FL (0.8 miles). The features designed and installed in this project included mid-block raised crosswalks, raised intersections, a roundabout, horizontal curve realignment, green bike lanes, sidewalks, pedestrian lighting, bio-swales, landscaping and neighborhood monuments. Primary responsibilities included Project Manager and Engineer of Record for Roadway and Signing & Marking Plans. (FDOT Contact: Scott Peterson, PE; Telephone: 954-777-4416; Start/End Date: 2015-2018).

SR-A1A Washout Reconstruction (FPIDs 433688-4 & 433688-6), FDOT District 4. Project Manager FDOT In-house Section 2. This project permanently repaired a storm damaged section of SR A1A from Sunrise Blvd. to NE 18th Street in the City of Fort Lauderdale, FL. Features designed and installed included a promenade to the east side of the road adjacent to Fort Lauderdale Beach, comprising of brick pavered walkways, shower areas, a decorative wave wall with beach entrances, decorative sea turtle friendly lighting, on-street parking, bike lanes, bike racks, sand dune restorations and landscaping. Primary responsibilities included Project Manager and Engineer of Record for Post Letting Revisions to Roadway and Signing & Pavement Marking Plans. (FDOT Contact: Scott Peterson, PE; Telephone: 954-777-4416; Start/End Date: 2015-2016).

SR-838 Sunrise Blvd. Bridge Reconstruction (FPID 422866-1), FDOT District 4. Lead Designer, Project Manager and Engineer of Record FDOT In-house Section 2. This project reconstructed the Sunrise Blvd. Bridge over the Middle River between NE 20th Avenue and Middle River Drive in the City of Fort Lauderdale, FL. From 2009 to 2012 primary duties included Lead Designer and Assistant PM for the preparation of all roadway and signing & pavement marking plans. From 2015 to 2016 primary duties were advanced to Project Manager and Engineer of Record for all Post Letting Revisions. This project utilized FDOT's temporary detour acrow panel bridge for maintenance of traffic, and involved extensive coordination with environmental permitting agencies, utility owners, business owners, local agencies, and the public. (FDOT Contact: Scott Peterson, PE; Telephone: 954-777-4416; Start/End Date: 2009-2016).

Years of Experience
16

Areas of Expertise
Project Management
Geometric Design
Temporary Traffic Control Design

Education
BSCE, University of South Florida, 2008

Professional Registrations
Florida P.E. # 77633, 2014

Certifications & Training
- Advanced MOT certified
- FDOT ORD 3D Modeling Roadway Design
- AutoCAD Civil 3D
- FDOT Flexible Pavement Design
- FDOT Pavement Type Selection
- FDOT Design Variations and Exceptions
- FDOT LRE Training
- FDOT Roundabout Training
- FDOT Specifications

Tyler Wallum, P.E.
Engineer II

Mr. Wallum has 16 years of Highway Engineering experience. His abilities encompass a broad range of skill sets from project management, highway geometrics and advanced temporary traffic control. His roadway experience includes 3R projects, rural and urban roadway design, roadway reconstruction projects, new alignment projects, safety improvement projects, limited access facilities with complex urban interchanges, and PD&E studies. In addition to his technical abilities, Mr. Wallum is a highly effective Project Manager and Task Leader. He is well aware of the effort required to successfully complete design projects including coordination with the client, sub-consultants, permitting agencies, contractors and between design disciplines; the supervision of design/production personnel; and the systematic implementation of an effective quality control/quality assurance plan (QA/QC).

Project Experience

Recker Hwy Grade Separation over CSX, Polk County, FL, FDOT District 1. Mr. Wallum served as Project Manager for this Project Development and Environmental Study. The proposed improvements included a bridge overpass along Recker Highway at the CSX railroad crossing and a two-lane roundabout at Thornhill Road in Auburndale, FL. (FDOT Contact: Patrick Bateman, PE; Telephone: 863-519-2792; Start/End Date: 2015-2018).

SR 21 from Commercial Circle to South of SR 16, Clay County, FL, FDOT District 2. Mr. Wallum served as Roadway Engineer of Record. This project shall mill and resurface SR 21 from Commercial Circle to south of SR 16 in Clay County. The main intent of this project is to preserve the roadway integrity. Additional improvements included are ADA upgrades, widening of turn lanes for key holes, minor drainage modifications, driveway modifications, sidewalk curb modifications & repairs, utility adjustments, signing and pavement markings, and guardrail upgrades. (FDOT Contact: Nelson Bedenbaugh; Start/End Date: 2019-2021).

Nature Coast Trail PD&E Study, Gilchrist County, FL, FDOT District 2. Mr. Wallum serves as Roadway Engineer. The Nature Coast Trail PD&E Study is being conducted to establish the construction alternatives and alignments to be analyzed and document the social, natural, cultural, physical, and economic impacts of extending the existing Nature Coast Trail eastward from the Trenton Depot to the Alachua County line. This segment of the Nature Coast Trail represents the Gilchrist County portion of the overall Trenton-to-**Newberry Rail Trail which is part of the** Nature Coast Trail system. (FDOT Contact: Debrah Miller; Start/End Date: 2019-2021).

NASA Causeway Bridge Replacement PD&E Study Brevard County, FL, FDOT District 5. Mr. Wallum served as the Engineering Lead. The NASA Causeway Bridge PD&E Study was conducted to identify and evaluate alternatives for replacing the existing low-level bascule bridge. NASA Causeway provides direct access to Kennedy Space Center and Cape Canaveral Air Force Station in Brevard

County, Florida. The project included the PD&E study, preliminary and final design and permitting. The Class of Action for the PD&E Study is a Type 2 Categorical Exclusion. The existing bridge is eligible for listing on the National Register of Historic Places; therefore, the PD&E Study included Section 106 Consultation, Memorandum of Agreement, and Programmatic Section 4(f) Evaluation. LDCA was obtained in April 2020. (FDOT Contact: Mary McGehee; Telephone: 386-943-5063; Start/End Date: 2018-2021.)

US 41 (SR 45) PD&E from Hillsborough/Manatee County Line to 12th Street NE, Hillsborough County, FL, FDOT District 7. Mr. Wallum is serving as Senior Roadway Design Engineerfor this Project Development and Environment Study. Proposed improvements include widening the existing four-lane arterial, intersection improvements and consideration of a one-way pair system for a portion of the study limits. The study length is approximately 10 miles. The potential expansion of this US 41/SR 45 segment is part of a greater effort to expand US 41 in Hillsborough County to provide additional north-south capacity alternatives to Interstate I-75. U.S. Coast Guard (USCG) approval may be required for any proposed replacement of the Little Manatee River Bridge. (FDOT Contact: Lilliam Escalera, PE; Start/End Date: 2016-2021.)

I-75 (SR 93) Widening PD&E Study from Florida's Turnpike (SR 91) to SR 200, FDOT District 5. Mr. Wallum is served as Engineering Lead. The purpose of the project is to develop and evaluate mainline widening and interchange alternatives that satisfy future year (2050) travel demand and improve safety along this section of I-75. The need for the project is based on transportation demand, capacity and safety. This project involves the widening of I-75/SR 93 from Florida's Turnpike (SR 91) to SR 200 for approximately 22 miles within Sumter and Marion counties.The project includes the reconstruction of four interchanges within the project limits at Florida's Turnpike, SR 44, CR 484 and SR 200.The scope of work for this study includes the traffic analysis for I-75 from Florida's Turnpike to CR 234, a distance of approximately 45 miles. Potential improvement alternatives may involve the evaluation of managed lanes including truck only lanes and a variety of finance options. (FDOT Contact: Mary McGehee; Telephone: 386-943-5063; Start/End Date: 2018-2021.)

SR 656/17th Street Bridge (FPID 446106-2), FDOT District 4. Mr. Wallum is currently serving as the TTCP Engineer of Record for this project consists of the bridge rehabilitation of SR 656 / 17th from east end of the bridge to SR A1A. Primary responsibilities include developing the temporary traffic control design of the project and cost estimate. Project met Letting date. (FDOT Contact: Hong Benitez, PE; Telephone 954-777-4319; Start/End Date: 2021-2023).

SR 5/US 1 from Tennessee Ave. to north of Avenue O RRR, St. Lucie County, FL, FDOT District 4. Mr. Wallum served as Project Manager and Roadway Engineer of Record for this project that involves 2.7 miles of milling and resurfacing for a four-lane undivided, urban arterial. The project involves field measurements, pavement design, signing and pavement markings, maintenance of traffic, safety improvements, signalization, and lighting. Mr. Wallum also provides Quality Assurance/Quality Control (QA/QC) of plan set and updated quantities for engineering estimates. (FDOT Contact: Anson Sonnet, PE; Telephone: 954-777-4474; Start/End Date: 2020-2021).

SR 5/US 1 from Port St. Lucie Blvd to North Rio Mar Drive, RRR, St. Lucie County, FL, FDOT District 4. Mr. Wallum served as Project Manager and Roadway Engineer of Record for this projectthat involved five miles of milling and resurfacing for a six-lane, urban arterial. The project involved field measurements, pavementdesign, signing and pavement markings, maintenance of traffic, safety improvements, signalization, and lighting. Mr. Wallum also provided Quality Assurance/Quality Control (QA/QC) of plan set and updated quantities for engineering estimates. (FDOT Contact: Alexander Estrada, PE; Start/End Date: 2018-2020).

SR 7 (US 441) from Holmberg/Johnson Road to Palm Beach County Line, Broward County, FL, FDOT District 4. Mr. Wallum served as Project Engineer for this project that involved approximately one mile of milling and resurfacing for a six-lane, urban arterial highway. The project involved field measurements, pavement design, signing and pavement markings, maintenance of traffic, safety improvements, and utility coordination. (FDOT Contact: Betsy Jeffers, PE; Start/End Date: 2010-2012).

Years of Experience
13

Areas of Expertise
Roadway/Highway, Drainage, Lighting Design, 3D Modeling, Permitting

Education
Bachelor of Science in Civil Engineering, University of Florida, 2009

Master of Business Administration, Florida Atlantic University, 2015

Professional Registrations
Florida P.E. # 77954, 2014

Certifications & Training
Advanced MOT Certification, FDEP Stormwater Erosion and Sedimentation Control Inspector Training, FDOT Supervisor Academy, Certificate in Supervisory Management, AGi32 Certification, ICPR Training, HEC-RAS Training, OpenRoads 3D Modeling Roadway/Drainage Design Training

MarQuellus Bennett, P.E.
Engineer II

Mr. Bennett has 13 years of engineering experience with a Bachelor of Science in Civil Engineering. Prior to joining CTS Engineering, Inc., Mr. Bennett spent the first 5 years of his career with the Florida Department of Transportation. He began his career with the FDOT State Materials Office as an intern in June 2009. After obtaining his bachelor's degree he began working full-time for the State Materials Office as a Geotechnical Materials Specialist in January 2010. In August 2010, he joined the FDOT District 4's Professional Engineering Trainee Program. For 18 months, Mr. Bennett rotated through all the FDOT District 4 Offices. Upon completion of the PE Trainee Program in 2012, Mr. Bennett spent 3 years as a Drainage Designer/Engineer working on the Drainage and Environmental Permitting for a variety of projects including RRR, Widening, Reconstruction, and Design Build. His duties included, storm sewer design, hydraulic analysis, hydrologic analysis, scour analysis, quality control reviews, drainage report development, and applying for and reviewing Environmental Permits with SFWMD, SJRWMD, ACOE, Coast Guard, and local water control districts. He also served as the Assistant Drainage Connection Permit Engineer in District 4, reviewing site development plans adjacent to state roads and issuing Drainage Connection Permits. In addition to these duties, he has also served on Technical Advisory Groups for the drainage of several projects. From 2015 to present, Mr. Bennett has served as the Project Engineer, Lead Design Engineer, Drainage Engineer of Record (EOR), Traffic Control Plan EOR, and Lead Lighting Engineer for a variety of design and planning projects. These projects include RRR, Widening, Intersection/Interchange Improvements, Park & Ride/ Travel Centers, RFP Development, & Express Lanes Projects. Mr. Bennett currently provides Design and Drainage expertise on projects by providing quality control reviews, analysis, and CADD design including 3D modeling.

Project Experience

SR-817 (University Drive) RRR & Sidewalk Widening Project (FPID 443597-2), FDOT District 4. Drainage Engineer Of Record. Project involved milling and resurfacing, sidewalk widening, and minor roadway widening along SR-817 in Broward County. This project included the redesign of drainage swales, hydrologic analysis, hydraulic analysis, and Environmental Permitting. Utilized 3D Modeling software to develop and analyze the terrain model of the proposed RRR design and sidewalk widening. In addition, analyzed and designed modifications to drainage system, developed drainage maps, drainage report, storm sewer system models, and completed environmental permitting with CBWCD. (FDOT Contact: Adham Naiem, PE; Telephone: 954-777-4440; Start/End Date: 2022-Present).

SR-729 (State Market Road) RRR & Shoulder Widening Project (FPID 446105-1), FDOT District 4. Lead Design Engineer and Drainage Engineer of Record. Project involved milling and resurfacing and shoulder widening along SR-729 in Palm Beach County. This project also included the design of drainage ditches, hydrologic analysis, and Environmental Permitting. Utilized 3D Modeling software to analyze and develop a model of the proposed RRR design and shoulder widening. In addition, analyzed and designed modifications to drainage system, developed

drainage maps, drainage report, storm sewer system models, and permitted with EBWCD. (FDOT Contact: Thuc Le, PE; Telephone: 954-777-4552; Start/End Date: 2021-Present).

SR-5 (US-1) RRR & Sidewalks Project (FPID 446107-1), FDOT District 4. Drainage Engineer of Record. Project involved milling and resurfacing and the addition of missing sidewalk gaps along SR-5 in Indian River County. This project included the redesign of drainage swales, hydrologic analysis, hydraulic analysis, and Environmental Permitting. Utilized 3D Modeling software to analyze and design modifications to drainage system, developed drainage maps, drainage structure sheets, drainage report, storm sewer system models, and coordinated environmental permitting with SJWMD. (FDOT Contact: Bing Wang, PE; Telephone: 954-777-4406; Start/End Date: 2020-Present).

SR-932/NW 103rd Street RRR and Safety (FPIDs 434768-3/4; Contract CA323), FDOT District 6. Project Engineer. Project includes milling and resurfacing, minor widening, and signalization / signing improvements to enhance traffic maneuvers. Project also includes ADA upgrades (including curb ramps, sidewalk, and bus stop locations), enhanced signing & pavement markings, and drainage improvements. Primary responsibilities include management of all aspects of the project. (FDOT Contact: Elsa Riverol, PE; Telephone: 305-470-5105; Start/End Date: 2019-Present).

SR-25 (US-27) Shoulder Widening and Auxiliary Lane (FPID 439939-1[Lead FM]), FDOT District 4. Drainage Engineer of Record. Project involved the addition of inside/outside shoulder, the addition/extension of auxiliary lanes and the redesign 30 median drainage ditches for 13 miles south of the Broward/Palm Beach County Line in Broward County, FL. This project included the design of drainage median ditches, hydrologic analysis, hydraulic analysis, and Environmental Permitting. Served as the Drainage Engineer of Record. Analyzed and designed drainage system, drainage maps, drainage structure sheets, drainage report, storm sewer system model, water quality calculations, and environmental permitting with SFWMD. (FDOT Contact: Raul Dominguez, PE; Telephone: 305-896-7812; Start/End Date: 2018-Present).

I-95 Safety (FPIDs 434273-3/4; Contract C9W21), FDOT District 4. Project Engineer. Project includes new lighting from SR-706 interchange to the CR-708 interchange. Project also includes extension of the northbound inside general-purpose lane, extension of the SR-706 exit ramps, advanced guide signs, and curve warning signs. Primary responsibilities include management of all aspects of the project. (FDOT Contact: Bing Wang, PE; Telephone: 954-777-4406; Start/End Date: 2017-2022).

NW 19th Street Bike Lanes (FPID 431665-1; Contract C9H19), FDOT District 4. Lead Design Engineer and Lead Drainage Engineer. Project includes widening, restriping, and/or repurposing of the outside through lanes to create 4' bike lanes. Initial tasks required close coordination with the Broward MPO, FDOT, County, and City staff to finalize the project scope. Project also includes milling & resurfacing, ADA upgrades (including curb ramps, sidewalk, bus stop locations, and a bus shelter relocation and pad replacement), enhanced signing & pavement markings, signalization, and drainage improvements. Primary responsibilities include design of roadway and drainage and permitting aspects of the project. (FDOT Contact: Bing Wang, PE; Telephone: 954-777-4406; Start/End Date: 2014-2018).

SR-93 (I-75) Express Lanes (FPID 421707-3/4/5/6), FDOT District 4. Lead FDOT Drainage Reviewer/Technical Advisory Group Member. This design-build project included the addition of express lanes within the existing median of I-75 from Broward/Miami Dade County Line to I-595 (11.994 miles). This project included the design of drainage ponds, storm sewer collection systems, hydrologic analysis, hydraulic analysis, spread analysis, and Environmental Permitting in Broward County, FL. Performed quality assurance/ quality control reviews of roadway plans, drainage structure sheets, drainage maps, pond details, drainage report, storm sewer system model, and water quality calculations. Also advised Technical Review Committee as part of the Technical Advisory Group. (FDOT Contact: James Poole, PE; Telephone: 954-777-4204; Start/End Date: 2014-2015).

Years of Experience
10

Areas of Expertise
Bridge Design
Structural Analysis & Design
Transportation Infrastructure
Mast Arm & Signal Structures
Foundation & Substructure Design
Drainage & ADA Compliance
Design-Build & Construction Support

Education
Havana Institute of Technology Jose Antonio Echeverria (CUJAE), Cuba (2008-2013)

Certifications & Training
Microstation, GEOPAK, STAAD, SAP 2000, Mathcad, LEAP Bridge Enterprise

Alejandro Linchenat, P.E., CGC.
Structural Engineer

Alejandro Linchenat, PE, CGC, is an experienced structural engineer with over 10 years of industry experience. He specializes in the design of bridges and miscellaneous structural components, particularly within transportation infrastructure projects. His expertise includes Microstation, GEOPAK, STAAD, SAP 2000, Mathcad, and LEAP Bridge Enterprise software for bridge design and structural analysis.

Project Experience

Bridge Replacement at N. Miami Avenue Over Little River Canal. This Design-Build project with the DTPW involves the replacement of Bridge No. 874127 North Miami Avenue over Little River Canal (C-7) with a new three-span reinforced concrete continuous bridge in the Village of EL Portal, Florida. Due to maintenance of traffic requirements, the bridge required two main phases of construction to demolish existing bridge and achieve the final typical section. The superstructure is supported by cast-in-place concrete pile bents supported by 18" prestressed concrete piles. The proposed bridge also carries the existing AT&T utility previously on independent supports. In addition, the project required roadway and drainage improvements to address ADA deficiencies, enhance pedestrian activity, and dredging to achieve SFWMD canal cross section requirements (Client Name: M-D DTPW | Project Reference: Juan Santandreu, P.E. 305-815-9553 | Project Role: Project Engineer | Beg. Date-End Date: 02/2017 – Present)

Consent Decree No. 4.10 (4) Miami-Opa Locka Executive Airport Proposed Bridge Over C-8 Canal. This project is located inside the Miami-Opa Locka Executive Airport. The proposed bridge consists of a three-span continuous reinforced concrete superstructure with spans of 33.33ft. The substructure consists of cast-in-place pile bents supported by 18" prestressed concrete piles. Responsible for the structural design of the superstructure and all associated plan detailing. (Client Name: M-D WASD | Project Reference: Daniel Edwards, P.E. 786-552-8354 | Project Role: Project Engineer | Beg. Date-End Date: 10/2019 – On-Going.)

Golden Glades Multimodal Transportation Facility, Fpid No. 251684-6-52-01, Florida. This Design-Build project includes the reconstruction of a new Park and Ride Facility at the Golden Glades Interchange. The project includes the design of a wide range of miscellaneous structures including nine (9) signal support structures using backplates and video cameras, over 800-ft of steel pedestrian canopies, monument signs 100-ft and 50-ft in height supported on drilled shaft foundations, a bus canopy consisting of a space frame, and median barrier wall mounted swift gate for vehicular access control to the facility. The mast arms were designed using the 2017-18 FDOT Standard Plans and the MastArmLRFDv1.0 Mathcad program. (Client Name: FDOT District 6 | Project Reference: Raul Quintela, P.E. (305) 470-5271| Project Role: Project Engineer | Beg. Date-End Date: 08/2018–Present.)

SR-25 / US-27 / Okeechobee Road Reconstruction from East Of N.W. 107 Ave To East Of N.W. 116th Way, Hialeah Gardens And Town Of Medley, FPID No. 423251-5-32-01, Florida This project includes the major reconstruction of SR-25 to provide grade separation at the intersection of NW 116th Way. Project includes 9 new signalized intersections, with a total of 31 mast arms. 14 of these mast arms required a special foundation design. The mast arms were designed using the 2018-19 FDOT Standard Plans and the MastArmLRFDv1.0 Mathcad program. Three of these mast arms require a design of a column extension. The special foundation designed was accomplished with geotechnical, roadway, and utility coordination. (Client Name: FDOT District 6 | Project Reference: Elsa Riverol, P.E. (305) 470-5105| Project Role: Project Engineer | Beg. Date-End Date: 05/2016–Present)

SR-998 / S.W. 312 ST. / Campbell Drive from SR-997 / Krome Avenue To SR-5 / US-1 (Truck Bypass) FPID No. 405575-6-52-01, Florida. This project contains the design of 21 mast arms along 6 intersections. 9 of these mast arms were designed with a luminaire. The foundation design was based on geotechnical information provided at each intersection. The mast arms were designed using the 2018-19 FDOT Standard Plans and the MastArmLRFDv1.0 Mathcad program. (Client Name: FDOT District 4 | Project Reference: Fabiana Gonzalez, P.E. (305) 470-5183 | Project Role: Engineer Technician| Beg. Date-End Date: 01/2017 – On-going.)

SR-977/Krome Avenue from S.W. 232nd Street. to S. of Eureka Drive, FPID NO. 427369-2-52-01, Miami, Florida. This project includes the design of 16 mast arms. 8 of these were dual mast arms with several arms reaching the maximum standard length of 78 feet. The mast arms were designed using the 2018-19 FDOT Standard Plans and the MastArmLRFDv1.0 Mathcad program. (Client Name: FDOT District 6 | Project Reference: Bao-Ying Wang, P.E. (305) 470-5211 | Project Role: Project Engineer| Beg. Date-End Date: 04/2014-04/2020)

Years of Experience
37

Areas of Expertise
Subsurface Utility Engineering
Utility Location
Utility Designation
Utility Coordination
Surveys related to Utility Mapping

Education
BA, Liberal Arts, Old Westbury

Professional Registrations & Certifications
Florida Intermediate Training - ATSSA
Red Vector's Understanding Subsurface Utility Engineering
Work Zone Traffic Control Intermediate Level
Confined Space Entry Training Program

Dennis Stanton
Chief Utility Coordinator

Mr. Stanton has specialized in Subsurface Utility Engineering (SUE), Utility Coordinating, and protection of subsurface utility systems for 30+ years. He has performed utility investigations with a variety of electronic detection devices, survey equipment, and air/vacuum excavators on numerous projects throughout Florida. His experience includes being the Project Manager of multiple FDOT District wide contracts, supervising over 10,000 test holes and more than 1,000,000 utility feet of designating. He is extremely familiar with the Standards and Procedures established by the Department.

Project Experience

Continuing Services for Surveying, Mapping and SUE, FDOT District 4. SUE Manager. Provided as-needed surveying, mapping, and SUE support to the FDOT District 4 on this 5-year, $5 million districtwide contract. Services provided included static and mobile LiDAR, Historical Baseline and Existing R/W Determination, GPS Surveys, Topographic Surveys and DTM, General Land and Aerial Photography Survey, Monumentation Surveys, Bathymetric Surveys, Utility Designation and Excavation including GIS files, Tree Surveys, R/W Control Survey Maps, R/W Maps, Maintenance Maps, R/W Monumentation Maps, Boundary Surveys, Quality Assurance Reviews, Title Search Plotting Maps, Sketches, Parcel Staking, and Legal Descriptions. In the SUE support for surveying services to locate identified utilities and designate sufficient locations to delineate the existing underground utilities. The designation and location were performed via GPR. Field crews used tablets with Survey 123 and automated dropdown menus to collect all required information. This information is sent in real-time to the office for QA/QC and to begin CAD work. The final deliverable to the client included 3D Test Hole Reports with thorough utility information, such as a description, pipe size, utility owner, condition, horizontal and vertical location, a sketch of the surrounding area, photos, and GPS coordinates for use in GIS databases.

Districtwide Utility Location Services, FDOT District 6. Project Manager (awarded two consecutive contracts). Provided all the necessary management services to designate, locate by excavating, survey, and map the existing surface and subsurface utilities to support the design of construction plans on projects selected by the Department. SUE provides exact horizontal and vertical locations of the existing underground utilities by way of electromagnetic and other geophysical location techniques including vacuum excavation. Facilitated a quick response to the Department when ordering subsurface exploration services. The client benefits by receiving SUE data which enables them to identify, address and remedy potential utility conflicts during the project's design phase. The project length is 1,500 miles.

Districtwide Utility Location Services & Districtwide Underground Utility Services Contract, FDOT District 4. Project Manager. F.R. Aleman provided all the necessary services to designate, locate by excavation, survey, and map existing surface and subsurface utilities to support the design of construction plans on

projects selected by the Department. Exact horizontal and vertical locations of existing underground utilities were provided by way of electromagnetic, sonic, and other geophysical location techniques including vacuum excavation.

Districtwide Survey & Mapping Services Support, FDOT District 4. SUE Task Leader. F.R. Aleman was awarded this contract as Prime consultant. Served as the SUE Task Leader, and responsibilities included preparing the initial estimate, coordinating with utility owners, scheduling the field crew, leading the CADD portion of the scope, and performing the initial QC of the designation and location part of the scope. Under this contract, F.R. Aleman provided miscellaneous surveying services throughout District 4. The underground component was significant, with more than 20 of the total 70 task work orders involving some type of underground utility investigation.

I-595 Corridor Roadway Improvements, Design-Build, FDOT District 4. SUE Project Manager. This project was the winner of the People's Choice Award in the 2015 America's Transportation Awards competition. This $1.2 billion project relieved traffic congestion and created a multimodal transportation network along I-595 in South Florida. Through a public-private partnership, design and construction teams completed the project on time and $275 million below the originally estimated cost of the project. Serving as a subconsultant to the ACS Dragados/EarthTech team for this project, Dennis' role was the SUE Project Manager. The area of this project extended from the I-75/Sawgrass Expressway interchange to the I-595/I-95 interchange in central Broward County, for a total project length of 10.5 miles. The project consisted of the reconstruction, addition of auxiliary lanes and resurfacing of the I-595 mainline (including associated improvements to frontage roads and ramps), and a new reversible express lanes system in the I-595 median. Under Dennis' direction, SUE services were provided to support the design and construction for 15.5 miles of the interstate highway system, including designation of all requested underground utilities by means of electromagnetic and GPR. In addition, we provided utility locations using the vacuum excavation method for 1,500 possible utility conflicts. Our in-house surveying group is providing the necessary survey support, so we may deliver a stand-alone product certified by a Professional Land Surveyor. The schedule of this project was very demanding. Dennis was required to complete all required SUE work within the first six months of the design with all work having been completed on-time.

Turnpike-Wide Misc. Design (3 Contracts), FTE. SUE Manager. This contract is a general services contract for A/E Design Services covering multiple areas within Florida's Turnpike Enterprise system of toll roads, which includes the Turnpike Mainline from Homestead to Wildwood (SR 821 and SR 91), Sawgrass Expressway (SR 869), Beachline East and West Expressway (SR 528), Southern Connector and Seminole Expressway (SR 417), Polk Parkway (SR 570), Veterans Expressway and Suncoast Parkway (SR 589), Western Beltway (SR 429), I-4 Connector, and other toll facilities, including Alligator Alley, Garcon Point, Mid-Bay Bridge, Sunshine Skyway Bridge, Pinellas Bayway, and any other miscellaneous FTE toll roads and facilities.

DW Subsurface Utility Designate, Locating & Utility Coordination Support, FDOT District 1. SUE Task Leader. We provided all the necessary services to designate, locate by excavation, survey, and map existing surface and subsurface utilities to support the design of construction plans on projects selected by the Department. Exact horizontal and vertical locations of existing underground utilities were provided by way of electromagnetic, sonic, and other geophysical location techniques including vacuum excavation. Field crews used tablets to collect all required information, take photos of the utility and surrounding area, sketch the location, and record the GPS locations. This information is instantly sent to the office to QA/QC the work and begin any CAD work. By collecting the GPS locations of each utility, this information can also be uploaded into any GIS database. The final deliverable to the client included 3D Test Hole Reports with thorough utility information, such as a description, pipe size, utility owner, condition, horizontal and vertical location, a sketch of the surrounding area, and GPS coordinates. These Test Hole Reports also documented who performed the work in the field and a QA/QC sign off from the field, office, and project manager, ensuring our client receives the most accurate information.

Ben Lehr, P.E., LEED AP
Pincipal Engineer

Education
Master of Engineering, Structural Engineering, University of Florida
Bachelor of Engineering, Civil Engineering, University of Florida

Registrations
Professional Engineer, Florida, 63051, 7/15/2005 (expires 2-28-2025)
Professional Engineer, North Carolina, 040993, 2014
Professional Engineer, Virginia, 0402053102, 2014
Professional Engineer, Texas, 99583, 2007
Professional Engineer, Maryland, 45776, 2014
Professional Engineer, Georgia, PE039083, 2014

Professional Affiliations
American Society of Civil Engineers

Certifications
LEED Accredited Professional, U.S. Green Building Council

Years of Experience
24 Years of Experience, 3 Years with CMA

Mr. Lehr is responsible for the oversight and development of CMA's Transportation market. He has 24 years of progressive experience in executive oversight, project management, quality control, and structural design for numerous transportation related projects in Florida and neighboring states. Mr. Lehr has experience working with some of the nation's leading heavy civil contractors on design-build project delivery. This specialized project experience has educated Mr. Lehr on how to view project designs from a contractor's perspective, lending a more comprehensive approach to design with constructability in mind.

Project Experience:

City of Miramar: Miramar Complete Streets Phase III (FDOT D4 LAP). The project includes the construction of "complete street" improvements from County Line Road to Pembroke Road, and from SW 62nd Avenue to SR 7. The scope of this project includes the construction of new sidewalks, ADA ramps at street intersections, and pedestrian level lighting along the streets within the project area. Residential driveways will be reconstructed along the proposed sidewalk and the swales will be regraded to accommodate the proposed sidewalks. Lighting at pedestrian level will be installed along the sidewalks and ADA ramps at the intersections along with crosswalks at controlled intersections. The following streets are included within the scope: SW 40th Ct, SW 37th St, SW 33rd St, SW 26th St, SW 25th St, SW 24th St, SW 23rd St, SW 22nd Ct, SW 22nd St, SW 20th Ct, SW 20th St, SW 18th St SW 61st Ave, SW 60th Terr. CMA provided drainage and permitting, and environmental LAP Assistance. Mr. Lehr is CMA's Project Manager and has provided permitting assistance for the project.

Village of Miami Shores: Flagler Trail along Club Drive (FDOT D6 LAP). CMA is designing, permitting, and contracting an 8-10 foot asphalt multi-purpose path along the west side of Club Drive within the Miami Shores Village as part of the Flagler Trail network, extending from NE 91st Street to NE 100th Street. The project is funded by FDOT's Local Agency Program and designed in accordance with District 6's design standards. The project includes coordination with the adjacent FEC corridor, new signing along the path and tree disposition plans. Mr. Lehr is the Project Manager.

FDOT D4: SW 10th Street Connector Progressive Design-Build: Independent Cost Estimator Contract. This project is with FDOT District 4 to provide independent cost estimating, independent schedule verification, and risk assessment verification for the SW 10th Street connector and associated I-95 interchange modifications at SW 10th St. and Hillsboro Blvd. interchanges Progressive Design-Build project. CMA is a significant subconsultant on the Independent Cost Estimator contract. This project is just getting started. To-date, CMS has assisted with the independent cost estimating/cost verification for the ITS and adaptive signalization scope of work for the progressive Design-Build project. CMA provided a full designer cost estimate plus offered input toward elements of the design needed beyond what was shown in the 30% concept plans to aide construction estimators in developing construction level estimates. Mr. Lehr is CMA's Project Manager for this task and provided support in development of the full designer cost estimate.

Mr. Lehr worked on the following projects while with another firm:

FDOT D2: I-295 Collector Distributor Roadways/Collins Road Interchange in Jacksonville, FL. This project started as PD&E Study and was taken to final design plans for the addition of a 4-mile collector-distributor roadway system on I-295. Scope of work included modification to an

interchange at Blanding Boulevard and the design of a new interchange at Collins Road. Though plans were completed and signed and sealed, the Department elected to procure the project with design-build bidding. Responsible Engineer for the twin bridges over Blanding Boulevard consisting of AASHTO beams and retaining wall control drawings for cutting back the existing spill through abutments to make room for widening of Blanding Blvd. beneath. Also responsible for design-build proposal review and oversight and coordination on behalf of the Department, including final plans review and general administration during construction.

Polk County: Ronald Reagan Parkway (CR 54) over I-4 Widening in Polk County, FL. This project involved the widening of Ronald Reagan Parkway (CR 54) from US 27 to west of Lake Wilson Boulevard in northern Polk County. CR 54 crosses over I-4 on an existing two-lane structure. The proposed design requires the existing bridge to be reconfigured to carry two lanes of traffic, a bike lane and a protected sidewalk and the addition of a twin structure. The existing and twin bridges are two-span, continuous, steel-plate girders supported by concrete substructure elements founded on 24-inch piling. Served as the responsible engineer for the new twin structure, associated retaining walls, modifications and load rating of the existing structure and post-design services.

FDOT D4: Veterans Memorial Bridge Design-Build in Palm City, FL. This project converted an existing two-lane neighborhood street into a four-lane divided arterial provides an important segment in the connection between Florida's Turnpike and US 1/SR 5. The centerpiece of the project is a new 3,100-foot, high-level Category 2 bridge structure built within a highly sensitive environmental corridor over the St. Lucie River. The design was completed on an accelerated schedule and all permit applications were submitted just 24 days after contract execution. The team achieved released-for-construction plans in just 9 months, greatly accelerating the project. Mr. Lehr was responsible for the project management of the design and post-design project phases, including seven subconsultants, as well as serving as the Structural Engineer-of-Record for the new bridge.

FDOT D4: I-95 Express Lanes Phase 3 Corridor Design Consultant in Various Cities, FL. FDOT implemented congestion management strategies to increase capacity on I-95 by converting the existing HOV lanes to HOT lanes, adding a new lane in each direction, and initiating congestion pricing along with incentives for ride sharing. Served as part of the Corridor Design Consultant and Owner's Representative for the deployment of the I-95 Express Lanes from the Miami-Dade/Broward County line to north of Linton Boulevard in Broward and Palm Beach counties. Assisted FDOT District Four with the development of the RFP packages for multiple I-95 Express Lanes design-build projects, as well as procurement and post-design support. Responsible for the existing structure assessments, preliminary bridge modification alternatives, and proposed structure designs. Coordinated structural design team efforts to develop concept plans and conceptual permit sketches in support of the Design-Build Procurement. Also participated in Value Engineering sessions and developed constructability analyses for several reconstruction alternatives for the I-95/SR 84 interchange.

FDOT D2: SR 9 (I-95) Overland Bridge Replacement Design-Build in Jacksonville, FL. Mr. Lehr served as the lead structural engineer and deputy Project Manager for this project. The replacement of Overland Bridge over the St. Johns River in downtown Jacksonville at the time was District Two's largest project ever. The project added capacity, increased mobility, and improved safety along 2.56 miles of the city's most heavily travelled section of I-95, which also serves as a main hurricane evacuation route. The project included replacing several bridges, as well as an interchange reconfiguration and construction of collector-distributor roads. The project included 14 new bridges, 2 bridge widenings, over 4 miles of permanent retaining walls, and numerous miscellaneous structures. During pre-award development of the project, the design-build team developed numerous innovations through the ATC process that resulted in significant schedule and cost savings. Innovations included a simplified MOT plan, a shortened schedule, more efficient drainage and utility designs, and a $30 million reduction in required right-of-way costs to the owner. Responsible for day-to-day project coordination of the structural design team, including two structural subconsultants. Mr. Lehr also served as the Engineer-of-Record for several of the permanent retaining walls, custom overhead sign structures and non-standard sign structure foundations, two new concrete beam bridges, one bridge widening over the FECRR and downtown ramps, box culvert remediation, and overhead DMS structures.

Freeman Bass, P.E.
Senior Electrical Engineer

Education
Bachelor of Science, Electrical Engineering, University of Florida, 2014

Registrations
Professional Engineer, Florida, 87828, 7/24/2019
Professional Engineer, North Carolina, 056949, 2023
Professional Engineer, Michigan, 6201312915, 2023
Professional Engineer, Georgia, 50989, 2023
Professional Engineer, Tennessee, 131225, 2024

Professional Affiliations
FES
IEEE
SAME

Certifications
SKM Power System Analysis Training Certificate, February 2021

Years of Experience
10 Years of Experience; 10 Years with CMA

Mr. Bass joined CMA in 2015 as an electrical engineer and has 10 years of experience working on various aspects of electrical engineering design, plan preparation, permitting and construction oversight while working in a project team environment. His experience includes overhead and underground Transmission design; overhead and underground Distribution design; transmission and distribution modeling and simulation; lighting design; communication design layout; substation physical layout; protection & control wiring; and substation physical layout. Mr. Bass has coordinated over one hundred Florida Power & Light distribution service points over the last four years and is well versed in their systems.

Project Experience:

Florida Power & Light: SR-20 Transmission Relocation. Project Manager to replace 6.8 miles of overhead transmission poles and a 138kV transmission switch along SR-20. The project included provisions for future underbuilt distribution and distribution coordination with affected customers. The project included FDOT Utility coordination and county permitting.

Florida Power & Light: SR-46 Transmission Relocation. Design Engineer to replace 5.1 miles of overhead transmission poles and underbuilt distribution along SR-46. The project included FDOT utility coordination, FAA permits, city permits, and county permits.

Florida Power & Light: US-301 Transmission Relocation. Design Engineer to replace approximately 1 mile of overhead transmission poles and underbuilt distribution along US-301. The project included FDOT utility coordination, city permits, and county permits.

Florida Power & Light: SR-223 Transmission Relocation. Design Engineer to replace approximately 1 mile of overhead transmission poles and underbuilt distribution along SR-223. The project included FDOT utility coordination, city permits, and county permits.

Florida Power & Light: Charlotte Transformer Replacement. Design Engineer to replace two 230kV-138kV 224MVA autotransformers with 560MVA units. This project included replacing 138kV bus, replacing multiple 230kV and 138kV switches, and installing new protective relay panels.

Florida Power & Light: Evernia Capacity Increase. Design engineer for a a new 138kV transformer and associated breakers to expand the existing substation. Design included a new transmission line panel and upgraded the stations communications.

Florida Power & Light: Suntree Capacity Increase. Design Engineer to replace two 138kV-23kV 30 MVA transformers with two 55MVA transformers and replaced adjacent breakers and switches. Replaced existing controls, meters, and communications.

Florida Power & Light: Goulds Capacity Increase. Design engineer 138kV transformer and adjacent breakers. Modified the existing panel wirings to use for the new equipment and installed all new wiring. Replaced the existing Orion 5R SCP with new Orion LX SCP and replaced the existing metering substation racks.

Florida Power & Light: Horizon Line Panel Replacement. Design Engineer to replace existing transmission line panels with new transmission line panels included SEL-421 for primary protection with carrier and GE-D60 for backup secondary protection.

Daniel Diez, P.E.
Electrical Engineer

Education
Bachelor of Science, Electrical Engineering, Florida International University, 2016

Registrations
Professional Engineer, Florida, 92828, 11/30/2021

Years of Experience
9 Years of Experience, 3 Years with CMA

Mr. Diez has experience with ITS/Lighting Plans Development (MicroStation + AutoCAD), Power Service, Load Center plans development and coordination, FDOT A+ Imagery, Utility Distribution Line & Transformer Selection. He performs AGi32 Lighting Analysis calculations for LDAR and Voltage Drop calculations for Electrical Reports. He also has coordination experience with FPL, Duke Energy, and FKEC for service points, high voltage distribution line repair plans, and a complete medium voltage distribution system serving Pigeon Key. He is familiar with NESC application to Line Clearance and installations around water, and general application of NEC related to ITS and Lighting Projects.

Project Experience:

City of Fort Lauderdale: Galt Ocean Mile Streetscape Improvements in Fort Lauderdale, FL. (FDOT D4 Grant Funded) After designing the conceptual plans for the Galt Mile Streetscape Project, CMA was contracted to provide full contract documents for the design and construction of the corridor. The purpose of this project was to develop a conceptual design and opinion of probable cost to upgrade and beautify the Galt Ocean Mile corridor, emphasizing traffic calming and bicyclist and pedestrian improvements. The proposed upgrades included milling and resurfacing of roadway; re-striping; bike lanes; sidewalk widening; relocation of existing trees; replacement and addition of landscape material; new streetlight fixtures; decorative paver hardscape incorporated into sidewalks, unloading areas, & crosswalks; raised crosswalks and/or raised intersections; and landscape lighting. Mr. Diez is the engineer of record for the new pedestrian lighting along the entire corridor.

Town of Miami Lakes: Park West Bicycle and Pedestrian Improvements (FDOT D6 LAP). This Federally funded FDOT LAP project is located along Montrose (NW 82nd Avenue) and Balgowan Roads from Miami Lakes Drive (NW 154th Street) to Ardoch Road, approximately 0.7 miles. The project consists of narrowing existing travel lanes, providing bike lanes, enhancing the existing crosswalks, updating the safety-related signing and pavement marking of the existing crosswalk connections and adding ADA connectivity and ramps. The work on Balgowan Road consists of narrowing the travels lanes and providing protected bicycle lanes on each side of the road. On Montrose Road, the work consists of adding a bike lane on the west side of the road, enhancing the existing crosswalks, updating the safety-related signing and pavement marking of the existing crosswalk connections. Mr. Diez provided electrical design for the new RRFB signals at the proposed mid-block crosswalk.

FDOT D4: SW 10th Street Connector Progressive Design-Build: Independent Cost Estimator Contract. This project is with FDOT District 4 to provide independent cost estimating, independent schedule verification, and risk assessment verification for the SW 10th Street connector and associated I-95 interchange modifications at SW 10th St. and Hillsboro Blvd. interchanges Progressive Design-Build project. CMA is a significant subconsultant on the Independent Cost Estimator contract. This project is just getting started. To-date, CMS has assisted with the independent cost estimating/cost verification for the ITS and adaptive signalization scope of work for the progressive Design-Build project. CMA provided a full designer cost estimate plus offered input toward elements of the design needed beyond what was shown in the 30% concept plans to aide construction estimators in developing construction level estimates. Mr. Diez performed the technical aspects related to ITS and adaptive signal elements for this task.

Turnpike: SR 528 Brightline Landscape Buffer Phase I from E. of SR 520 to E. of SR 407. This project was to provide landscape buffers and beautification along the new Brightline corridor, which also included FTE "Welcome Signage". CMA provided irrigation and electrical design for this project. Mr. Diez provided electrical design for this work assignment, which included generator specifications and electrical design for irrigation pump station.

Turnpike: SR 528 Brightline Landscape Buffer Phase II at Industry Road Interchange. This project was to provide landscape buffers and beautification along the new Brightline corridor, which also included FTE "Welcome Signage". CMA provided irrigation and electrical design for this project. Mr. Diez provided utility coordination with FPL and electrical design for this work assignment, which included electrical design for two irrigation pump stations.

Turnpike: HEFT at Caribbean Blvd. Interchange. This project involves development of a new landscaping plan for the existing interchange. The new landscaping is intended to be a continuation of the landscaping theme that was designed by CMA directly adjacent to the interchange location along US 1. This full-service landscape design project includes all landscaping plans, specifications, irrigation design and detailing, electrical design and utility coordination, environmental services, and ODA coordination. Ms. Diez provided electrical coordination and design for the irrigation systems.

Turnpike: HEFT at US 41/Tamiami Trail Interchange. This project involves development of a new landscaping plan for the recently expanded interchange. This full-service landscape design project includes all landscaping plans, specifications, irrigation design and detailing, electrical design and utility coordination, and environmental services. Ms. Diez provided electrical coordination and design for the irrigation systems.

FDOT D2: RRR SR 5 / US 17 (N. Main Street) from State Street to the Trout River in Duval County, FL. 4.1 mi. urban principal arterial (C4), divided, four-lane. RRR mill and resurface; access management (add raised medians and provide additional median openings); pedestrian safety enhancements (add overhead RRFBs and PHBs; add pedestrian crossings); ADA compliance; replacement signals (where needed); provide lighting for signalized pedestrian crossings; new pavement marking configuration; minor drainage repairs; 3 at-grade railroad crossings; public hearing; guardrail safety improvements; and Temporary Traffic Control Plans (Phase IV Design). Mr. Diez performed lighting design calculations and plans development as part of this project.

FDOT D2: Roadway Lighting Normandy Blvd from Blair Rd to Hammond Blvd in Duval County, FL. Mr. Diez created 3-D AGi32 lighting analysis models of Normandy Blvd. Clear zone, utility conflicts, and power service was considered in conjunction with photometric calculation results to guide the development of the lighting plans.

Mr. Diez worked on the following projects while with another firm:

FDOT D1: I-75 Dynamic Message Signs (DMS) Replacement Project Design Build in Collier and Lee Counties, FL. Design plans detailing the replacement of 24 dynamic message signs (DMS) on I-75 in Collier and Lee Counties. One of the challenges unique to this project was the long length of conductor runs between the equipment and Utility Power Source. Mr. Diez performed voltage drop calculations to determine if existing conductors were salvageable, and where they were not salvageable to upgrade to new conductors of the proper size. The contractor had concerns about copper costs with the long length of runs, care was taken to explore alternate options that comply with the NEC, Up Tapping the transformer in addition to applying conductor temperature correction factors to reduce the amount of voltage drop to required levels.

FDOT D6: SR 924/NW 119 Street Adaptive Signal Control Technology (ASCT) Pilot Project (I-95 Interchanges ASCT Phase II Pilot Project) in Miami-Dade County, FL. Mr. Diez designed the conduit, conductor, and fiber infrastructure, including pull boxes, fiber diagrams and splice vaults, to support the proposed ASCT deployment. He determined detector locations according to operational requirements and manufacturer specifications and designed signalization plans detailing push button related infrastructure (multi-conductor cable, pull boxes, length) (Timing Chart provided by Sub). One of the unique aspects of this project was the width of the intersections effect on equipment selection, the large gap across streets exceeded the 320' end-to-end requirement of Ethernet provided to Detection Cameras and required an ethernet booster at most intersection corners.

Brian Voelker, M.S., SPWS, ISA CA, CLI
Senior Environmental Specialist

Education
Bachelor of Science, Environmental Studies, State University of New York, 1996
Master of Science, Coastal Zone Management, Marine Biology, Nova Southeastern University, 2000

Registration/Certifications
FAA Drone Remote Pilot, 4253470
SWS Professional Wetland Scientist, 1355, 2002
ISA Certified Arborist, FL-5378A, 2006
ISA Tree Risk Assessment Qualification, (TRAQ), 2014

Professional Affiliations
International Society of Arboriculture
Landscape Inspectors Association of Florida (LIAF)
South Florida Association of Environmental Professionals (SFAEP)

Employment History
26 Years of Experience, 2 Years with CMA

Mr. Voelker is a senior scientist specializing in natural resource assessments and permitting, as well as certified arborist services. He provides numerous ecological services to clients, including the following: wetland delineation, function evaluation, mitigation design, monitoring, and permitting; upland habitat assessments; coastal habitat assessments and permitting; marine and estuarine habitat assessments and permitting; protected wildlife assessments and permitting; GPS data collection/mapping and GIS database development; NEPA document preparation and oversight; sediment and erosion control monitoring.

As an ISA Certified Arborist, Mr. Voelker provides numerous consulting arborist services to both public and private sector clients, including the following: GPS tree inventories and GIS tree database development; destroyed/damaged tree assessments; tree value estimates; tree grading; tree/utility conflict identification; hazard tree evaluations (risk assessment); analysis of tree canopy cover and ecological/monetary benefits; urban forest management plans; planting and maintenance bid packages, mangrove trimming oversight; tree removal permitting.

Project Experience:

City of Miramar: Miramar Complete Streets Phase III (FDOT D4 LAP). The project includes the construction of "complete street" improvements from County Line Road to Pembroke Road, and from SW 62nd Avenue to SR 7. The scope of this project includes the construction of new sidewalks, ADA ramps at street intersections, and pedestrian level lighting along the streets within the project area. Residential driveways will be reconstructed along the proposed sidewalk and the swales will be regraded to accommodate the proposed sidewalks. Lighting at pedestrian level will be installed along the sidewalks and ADA ramps at the intersections along with crosswalks at controlled intersections. The following streets are included within the scope: SW 40th Ct, SW 37th St, SW 33rd St, SW 26th St, SW 25th St, SW 24th St, SW 23rd St, SW 22nd Ct, SW 22nd St, SW 20th Ct, SW 20th St, SW 18th St SW 61st Ave, SW 60th Terr. CMA provided drainage and permitting, and environmental LAP Assistance. Mr. Voelker provided arborist and environmental permitting services for the project.

City of Fort Lauderdale: Galt Ocean Mile Streetscape Improvements in Fort Lauderdale, FL. (FDOT D4 Grant Funded) After designing the conceptual plans for the Galt Mile Streetscape Project, CMA was contracted to provide full contract documents for the design and construction of the corridor. The purpose of this project was to develop a conceptual design and opinion of probable cost to upgrade and beautify the Galt Ocean Mile corridor, emphasizing traffic calming and bicyclist and pedestrian improvements. The proposed upgrades included milling and resurfacing of roadway; re-striping; bike lanes; sidewalk widening; relocation of existing trees; replacement and addition of landscape material; new streetlight fixtures; decorative paver hardscape incorporated into sidewalks, unloading areas, & crosswalks; raised crosswalks and/or raised intersections; and landscape lighting. Mr. Voelker provided arborist and environmental permitting services for the project.

City of Fort Lauderdale: Las Olas Blvd. Complete Streets – Andrews Ave. to SE 17th. The project's design entails developing complete streets / streetscape concepts and 30% design for Las Olas Boulevard corridor phase 1 segment from South Andrews Avenue to Southeast 17th Avenue. The purpose of the project is to expand the sidewalks and elevate the pedestrian and bicycle experience within the corridor while preserving vehicular movements and improving safety for all modes of transportation. The corridor is lined with mature date palm and black

olive trees that are at the center of the community's attention with respect to alternative development. CMA is a subconsultant on this project and is providing arborist services and tree disposition plans cataloging the existing trees along the corridor, designing irrigation alternatives for proposed landscaping improvements, and designing proposed pedestrian level lighting. Mr. Voelker provided arborist services and authored the arborist report for the existing trees within the project corridor.

Turnpike: Snapper Creek Service Plaza Landscaping. This project involves completely replacing and expanding the landscaping for the entire service plaza site. This full-service landscape design project includes all landscaping plans, specifications, irrigation design and detailing, electrical design and utility coordination, and environmental services. Mr. Voelker provided existing vegetation inventory and wetland delineation field work. He has also completed critical and endangered species site evaluations, including Bonnet Head Bats.

Mr. Voelker worked on the following projects while with another firm:

FDOT D4: General Environmental Services. This project scope included in-house environmental support to the FDOT District Four Planning and Environmental Management Office. Mr. Voelker assisted with various services, including environmental phase reviews, preparation and review of NEPA documentation for numerous roadway and bridge projects, and field identification of listed species habitat, wetlands, historic resources, Section 4(f) sites, and contaminated sites.

FDOT D4: I-95 and 45th Street Interchange PD&E Study. The purpose of the study was to identify the short and long-term needs of I-95 and develop design concepts to address traffic spillback onto I-95, improve interchange operations, reduce congestion, and increase safety at the study interchange. Mr. Voelker prepared the environmental technical studies, including the Natural Resource Evaluation Report, Contamination Screening Evaluation Report and Sociocultural Evaluation Report, and the Type 2 Categorical Exclusion document. Mr. Voelker prepared the natural resources evaluation. Mr. Voelker prepared the Natural Resources Evaluation Report for this project.

FDOT D4: In-House Environmental Support Services. Mr. Voelker assisted with various services, including environmental phase reviews, preparation and review of NEPA documentation for numerous roadway and bridge projects, and field identification of listed species habitat, wetlands, historic resources, Section 4(f) sites, and contaminated sites.

FDOT D4: SR A1A Roadway Improvement Boynton Beach Inlet/Lake Worth Road, Towns of Malapan and South Palm Beach. This project entailed M&R as well as drainage improvements to alleviate roadway flooding on this five-mile segment in Manalapan and South Palm Beach. Unavoidable mangrove impacts and compensatory mitigation were associated with this project. Project services included surveying, landscape architecture, arborist services, wetland delineation and permitting (including off-site mitigation design), and regulatory agency coordination. Arborist and landscape architecture services included tree removal permitting and protection plans, as well as landscape design plans for the Town of South Palm Beach. A full design survey included topography baseline alignment, primary and secondary global positioning system (GPS) control, digital terrain modeling, and bridge and drainage surveys, as well as post design construction services. Environmental permitting services included mitigating mangrove impacts. Mr. Voelker assisted with the arborist services and wetland/environmental assessments and permitting.

FDOT D4: Expert Arborist and Water Quality Support for Indian River County. This project scope included ecological consulting expert witness services related to a property in Indian River County. These services included wetland delineations, analysis of wetland areas, review and analysis of wetland and conservation areas, and review of survey data as related to wetland and conservation areas. These services also included visual reconnaissance of the subject property using a DJI Phantom 4 Pro drone; Mr. Voelker served as the certified pilot for the drone flights.

City of Lake Worth: Tree Inventory and Management Plan. Mr. Voelker conducted a street tree inventory for the City of Lake Work and developed an urban forest management plan. Work included inventorying approximately 7,800 trees within the City's roadways and parks and conducting canopy assessments for three different years. Mr. Voelker performed the majority of the GPS inventory, preparation of the GIS tree database, and collaborating on preparation of the management plan.

Camille Schillizzi, ISA CA
Environmental Specialist

Education
Bachelor of Science, Biology, Nova Southeastern University, 2019

Registration/Certifications
ISA Certified Arborist, FL-9864A, 2022
ISA Tree Risk Assessment Qualification, (TRAQ), 2022

Professional Affiliations
International Society of Arboriculture

Employment History
5 Years of Experience, 1 Year with CMA

Ms. Schillizzi is a scientist specializing in natural resource assessments and permitting, as well as certified arborist services. She provides numerous ecological services to clients, including the following: marine and estuarine habitat assessments and permitting; protected wildlife assessments and permitting; GPS data collection/mapping and GIS database development; NEPA document preparation and oversight.

As an ISA Certified Arborist, Ms. Schillizzi provides numerous consulting arborist services to both public and private sector clients, including the following: GPS tree inventories and GIS tree database development; destroyed/damaged tree assessments; tree value estimates; tree grading; tree/utility conflict identification; hazard tree evaluations (risk assessment); analysis of tree canopy cover and ecological/monetary benefits; urban forest management plans; planting and maintenance bid packages, mangrove trimming oversight; tree removal permitting; pruning prescriptions.

Project Experience:

City of Miramar: Miramar Complete Streets Phase III (FDOT D4 LAP). The project includes the construction of "complete street" improvements from County Line Road to Pembroke Road, and from SW 62nd Avenue to SR 7. The scope of this project includes the construction of new sidewalks, ADA ramps at street intersections, and pedestrian level lighting along the streets within the project area. Residential driveways will be reconstructed along the proposed sidewalk and the swales will be regraded to accommodate the proposed sidewalks. Lighting at pedestrian level will be installed along the sidewalks and ADA ramps at the intersections along with crosswalks at controlled intersections. The following streets are included within the scope: SW 40th Ct, SW 37th St, SW 33rd St, SW 26th St, SW 25th St, SW 24th St, SW 23rd St, SW 22nd Ct, SW 22nd St, SW 20th Ct, SW 20th St, SW 18th St SW 61st Ave, SW 60th Terr. CMA provided drainage and permitting, and environmental LAP Assistance. Ms. Schillizzi provided arborist services for the project.

City of Miramar: Miramar Complete Streets Phase IV (FDOT D4 LAP). The proposed improvements include construction of sidewalks, ADA ramps at street intersections, and pedestrian level lighting along the following streets in the City of Miramar: SW 31st Street from SW 61st Ave to SW 62nd Ave, SW 34th Street from SW 62nd Ave to SR-7, SW 39th Street from SW 62nd Ave to SR-7, SW 35th Court from SW 62nd Ave to SR-7, and SW 61st Ave from SW 30th Street to SW 33rd Street CMA will conduct a drainage analysis based on the proposed sidewalks at each of the corridors listed above. CMA will prepare Drainage Plans per City of Miramar and FDOT LAP requirements. Submittals will be required at the 30%, 60%, 90% and Final plans phases. Electronic design files will be provided as requested by the City throughout the design process and at the final plans submittal. CMA will also provide Tree Mitigation services and permitting for the corridors listed above. Ms. Schillizzi provided arborist services for the project.

City of Fort Lauderdale: Galt Ocean Mile Streetscape Improvements in Fort Lauderdale, FL. (FDOT D4 Grant Funded) After designing the conceptual plans for the Galt Mile Streetscape Project, CMA was contracted to provide full contract documents for the design and construction of the corridor. The purpose of this project was to develop a conceptual design and opinion of probable cost to upgrade and beautify the Galt Ocean Mile corridor, emphasizing traffic calming and bicyclist and pedestrian improvements. The proposed upgrades included milling and resurfacing of roadway; re-striping; bike lanes; sidewalk widening; relocation of existing trees; replacement and addition of landscape material; new streetlight fixtures; decorative paver

hardscape incorporated into sidewalks, unloading areas, & crosswalks; raised crosswalks and/or raised intersections; and landscape lighting. Ms. Schillizzi provided arborist services for the project.

City of Fort Lauderdale: Las Olas Blvd. Complete Streets – Andrews Ave. to SE 17th. The project's design entails developing complete streets / streetscape concepts and 30% design for Las Olas Boulevard corridor phase 1 segment from South Andrews Avenue to Southeast 17th Avenue. The purpose of the project is to expand the sidewalks and elevate the pedestrian and bicycle experience within the corridor while preserving vehicular movements and improving safety for all modes of transportation. The corridor is lined with mature date palm and black olive trees that are at the center of the community's attention with respect to alternative development. CMA is a subconsultant on this project and is providing arborist services and tree disposition plans cataloging the existing trees along the corridor, designing irrigation alternatives for proposed landscaping improvements, and designing proposed pedestrian level lighting. Ms. Schillizzi provided arborist services for the project.

City of Lake Worth Beach: Tree Inventory. Ms. Schillizzi is performing a GPS inventory and condition assessment of all trees within City- owned properties and roadways. The assessments include health and structure evaluations, identification of utility conflicts, and maintenance recommendations. The resulting GPS data will be used to generate a GIS tree database which the City can then use for managing its urban forest resources.

Ms. Schillizzi worked on the following projects while with another firm:

FDOT D4: General Environmental Services. This project scope included in-house environmental support to the FDOT District Four Planning and Environmental Management Office. Ms. Schillizzi assisted with various services, including environmental phase reviews, preparation and review of NEPA documentation for numerous roadway and bridge projects, and field identification of listed species habitat, wetlands, historic resources, Section 4(f) sites, and contaminated sites.

FDOT D4: In-House Environmental Support Services. Ms. Schillizzi served as the In-House Environmental Consultant where she assisted with various services, including environmental phase reviews, preparation and review of NEPA documentation for numerous roadway and bridge projects, and field identification of listed species habitat, wetlands, historic resources, Section 4(f) sites, and contaminated sites.

City of Miami Beach: Citywide Tree Inventory. Ms. Schillizzi performed a GPS inventory and condition assessment of all trees within City-owned properties and roadways. The assessments included health and structure evaluations, identification of utility conflicts, pruning recommendations, and general risk evaluations. The resulting GPS data was used to generate a GIS tree database which the City can use to manage its urban forest resources.

Jason Sutton, PLA, ISA CA
Senior Landscape Architect

Education
Bachelor of Landscape Architecture, University of Florida, 2007
Minor Degree in Horticultural Sciences

Registrations
Registered Landscape Architect, Florida, LA6667189, 2014

Professional Affiliations
Florida Planning and Zoning Association (Past President of CFC)
American Society of Landscape Architects
International Society of Arboriculture (ISA)

Certifications
FDOT Specifications
ISA Certified Arborist

Employment History
22 Years of Experience, 10 Years with CMA

Mr. Sutton is registered landscape architect and project manager for FDOT landscape architecture tasks, including management, design, permitting, and construction administration. Mr. Sutton has 22 years of experience, 17 of which have been focused on FDOT and transportation landscape architecture led projects. Prior to becoming a landscape architect Mr. Sutton worked in the landscape construction industry and adds significant constructability, maintenance, and cost estimating knowledge to our team.

Mr. Sutton has led multiple task work orders for maintenance let standalone landscape architecture projects for Florida's Turnpike and FDOT Districts 1. Through these contracts he has provided context sensitive design solutions for landscape, hardscape, and irrigation for diverse transportation projects throughout the State. He is committed to implementing the Departments policies and procedures, and he understands his responsibility to ensure all projects are safe, sustainable, maintainable, and an appreciating asset to the Department.

Project Experience:

Turnpike: SR 528 Brightline Landscape Buffer Phase I from E. of SR 520 to E. of SR 407 This project was to provide landscape buffers and beautification along the new Brightline corridor, which also included FTE "Welcome Signage". CMA provided irrigation and electrical design for this project. Mr. Sutton served as the landscape architect of record for this project leading all efforts through utility coordination, site analysis, concept development, and construction documents.

Turnpike: SR 528 Brightline Landscape Buffer Phase II at Industry Road Interchange This project was to provide landscape buffers and beautification along the new Brightline corridor, which also included FTE "Welcome Signage". CMA provided irrigation and electrical design for this project. Mr. Sutton served as the landscape architect of record for this project leading all efforts through utility coordination, site analysis, concept development, and construction documents.

Turnpike: SR 570 (Polk Parkway) and Pace Road Interchange Landscape. Work assignments for this project included a tree disposition/ erosion control plan, landscape plan, maintenance plan, and irrigation plan. Other tasks included coordination with environmental for gopher tortious relocation. The landscape design concept for this interchange was to create a sense of arrival/ gateway to Florida Polytechnic University, flowering trees with the university's colors were used as focal points along the ramps. Mr. Sutton served as the landscape architect of record for this project leading all efforts through utility coordination, site analysis, concept development, and construction documents. He also led the extensive coordination with Turnpike's ITS and Drainage (both above and below ground facilities), and environmental (to ensure the existing gopher tortoises burrows were documented in the construction plans per the FWC's standards). Important external coordination with Teco for the irrigation power source was also documented in the irrigation plans.

Turnpike: SR 570 (Polk Parkway) and SR 37 (Florida Avenue) Interchange Landscape. Work assignments for this project included a tree disposition/ erosion control plan, landscape plan, maintenance plan, and irrigation plan. The interchange serves as a southern gateway to Lakeland's urban core and required careful coordination with the City of Lakeland and multiple utility providers. Our design team worked to keep intact significant portions of the existing

landscape and introduce new plantings to supplement work that had already taken place. We did this to stretch our budget to have the greatest impact for the least amount of capital investment and to protect assets that are in good condition. Our design team worked extensively with FTE to provide cost estimates and value engineering throughout the project to meet the construction budget. Mr. Sutton served as the landscape architect of record for this project leading all efforts through utility coordination, site analysis, concept development, and construction documents. He also led the extensive coordination with Turnpike's ITS and Drainage (both above and below ground facilities), and maintenance (to analyze the impacts of cogon grass removal on the slopes). Important external coordination with Teco for the irrigation power source was also documented in the irrigation plans.

Turnpike: SR 91 and SR 50 Interchange Landscape. Work assignments for this project included a tree disposition/ erosion control plan, landscape plan, and irrigation plan. The landscape design concept for the interchange was a fusion of existing natives with highlights of proposed planting elements that were to create a sense of arrival/ gateway into the urban core of Central Florida. Mr. Sutton served as the landscape architect of record for this project leading all efforts through utility coordination, site analysis, concept development, and construction documents. He also led the extensive coordination with Turnpike's ITS and Drainage (both above and below ground facilities), and maintenance (to analyze existing erosion issues and slope stabilization methods). Important external coordination with Duke Energy for the irrigation power source was also documented in the irrigation plans.

Turnpike: SR 91 and SR 408 Interchange Landscape. Work assignments for this project included construction documents for an irrigation plan. The irrigation design concept for the interchange was to provide an efficient and cost-effective temporary irrigation system to be utilized during the 2-year establishment period. Mr. Sutton served as the landscape architect of record for this project.

Turnpike: SR 91 and Port Saint Lucie Blvd. Interchange Landscape. Work assignments for this project included construction documents for an irrigation plan. The irrigation design concept for the interchange was to provide an efficient and cost-effective temporary irrigation system to be utilized during the 2-year establishment period. Mr. Sutton served as the landscape architect of record for this project.

Turnpike: SunTrax Visioning. Mr. Sutton has led all design and production efforts for this work assignment which include, entry road concepts, which include "SunTrax branding signage", landscape, hardscape, and lighting. Other tasks were preparation of irrigation feasibility study and lighting analysis report. Mr. Sutton presented the SunTrax concepts to the Turnpike CEO and Turnpike Program Management, in which they approved the concepts unanimously and commended our team on as doing a... "phenomenal job".

FDOT D1: Continuing Districtwide Landscape Design. The scope of services includes landscape architectural consultation; development of project scopes, utility coordination, site analysis, landscape architectural planning and design; coordination, and review meetings; construction inspection and/or field assessments; quarterly monitoring; illustrative graphics; permitting; project coordination, post design services; correspondence and project filing. During this contract Mr. Sutton performs the work of Landscape Architect of record on all task assignments while managing the contract for CMA. Standalone landscape projects include 5 interchanges on **SR 93 (I-75) at the following crossroads: Moccasin Wallow Road, Tucker's Grade, King's Highway, Toledo Blade and North River Road**. Each interchange had both landscape and irrigation. In addition, there were other standalone project assignments including SR 684 (Cortez Road) beautification in Bradenton, a roundabout on SR 72 at Ibis Road and a stormwater pond project within the City of LaBelle. This project involved three separate stormwater ponds, each with different locations along SR 80. Both the SR 72 roundabout and LaBelle stormwater pond projects required a maintenance agreement with the local agencies. Post design services were a component of all task assignments, except for the Toledo Blade Interchange and the SR 72 Roundabout that have not been constructed yet.

chen moore and associates

Yan Chen, PLA
Landscape Architect

Education
Master of Landscape Architecture, University of Florida, 2017
Bachelor of Urban Planning, South China Agricultural University, China, 2010

Registrations
Registered Landscape Architect in Florida, LA2010, 2025

Professional Affiliations
American Society of Landscape Architects

Employment History
7 Years of Experience, 7 Years with CMA

Ms. Chen is a Landscape Architect with CMA's Landscape Architecture team. Yan provides landscape architecture design and production support for landscape architecture projects, and she is the lead landscape designer on all of CMA's task work orders on our D1 and Turnpike Districtwide Design contracts. Her talents add to CMA's production capabilities beyond standard CADD submittals. Yan's command of various software such as Lumion allows her to produce graphic renderings and 3-D modeling of projects with excellent results.

Project Experience:

Turnpike: SR 528 Brightline Landscape Buffer Phase I from E. of SR 520 to E. of SR 407. This project was to provide landscape buffers and beautification along the new Brightline corridor, which also included FTE "Welcome Signage". CMA provided irrigation and electrical design for this project. Ms. Chen has provided production support for this work assignment which included utility coordination and irrigation design. She was responsible for all CADD compliancy and delivery of electronic submittals.

Turnpike: SR 528 Brightline Landscape Buffer Phase II at Industry Road Interchange. This project was to provide landscape buffers and beautification along the new Brightline corridor, which also included FTE "Welcome Signage". CMA provided irrigation and electrical design for this project. Ms. Chen has provided production support for this work assignment which included utility coordination and irrigation design. She was responsible for all CADD compliancy and delivery of electronic submittals.

Turnpike: SunTrax Visioning. Work assignments for this project included roundabout and entry road concepts, such as "SunTrax Signage", landscape, hardscape, and lighting. Other tasks included preparation for irrigation feasibility study and lighting analysis report. The entry road landscape theme creates an attractive streetscape that would serve as the entry road for future private development parcels and serve as the gateway to SunTrax. Ms. Chen specializes in graphic rendering and 3-D modeling. She prepared all of the presentation material that was presented to the Turnpike CEO and Turnpike Program Management, in which they approved the concepts unanimously and commended our team on as doing a..."phenomenal job".

Turnpike: SR 528 Landscape Master Plan from John Young Parkway east to International Drive. CMA provide conceptual design and visioning for the SR 528 corridor from John Young Parkway east to International Drive. The tasks included public involvement and illustrative renderings for the three interchanges of John Young Parkway, Universal Boulevard, and International Drive. Public Involvement presentations included three presentations to the International Drive Resort Area Chamber of Commerce, Central Florida Hotel & Lodging Association, and other local stakeholders. Ms. Chen provided landscape design, illustrative graphics, and presentation materials for this project.

FDOT D1: SR 93 (I-75) Interchange at Toledo Blade. CMA was the prime consultant providing landscape architecture services for FDOT District 1 through a districtwide design contract. The Toledo Blade interchange is in an urban area of Sarasota County, and this interchange had ITS facilities from FDOT and Sarasota County, which required coordination of the ITS CCTV camera view zones through both agencies. Ms. Chen has provided production support for this work assignment which included ITS coordination, landscape design, irrigation design, and illustrative graphics. She was responsible for all CADD compliancy and delivery of electronic submittals.

FDOT D1: SR 93 (I-75) Interchange at N River Road. CMA was the prime consultant providing landscape architecture services for FDOT District 1 through a districtwide design contract. Work assignments for this project included tree disposition plans, landscape plans, maintenance plans, and irrigation plans. Ms. Chen has provided production support for this work assignment which includes, tree disposition plans with extensive pruning activities included, landscape design, irrigation design, and illustrative graphics. She was responsible for all CADD compliancy and delivery of electronic submittals.

FDOT D1: SR 684 Cortez Road Landscape. CMA was the prime consultant providing landscape architecture services for FDOT District 1 through a districtwide design contract. Work assignments for this project included landscape plans and irrigation plans. This project included a maintenance agreement with Manatee County. Ms. Chen has provided production support for this work assignment which includes, landscape design, irrigation design, and illustrative graphics. She was responsible for all CADD compliancy and delivery of electronic submittals.

FDOT D1: SR 72 Roundabout at Ibis Road. CMA was the prime consultant providing landscape architecture services for FDOT District 1 through a districtwide design contract. Work assignments for this project included landscape plans and irrigation plans. This roundabout was part of a safety project in a fast-growing region of Sarasota County and was adjacent to Twin Lakes Park and the Baltimore Orioles Spring Training Facility. This project included a maintenance agreement with Sarasota County. Ms. Chen has provided production support for this work assignment which includes, landscape design, irrigation design, and illustrative graphics.

FDOT 1: SR 93 (I-75) Interchange at King's Highway. CMA was the prime consultant providing landscape architecture services for FDOT District 1 through a districtwide design contract. Ms. Chen has provided production support for this work assignment which included, ITS coordination, landscape design, irrigation design, and illustrative graphics.

FDOT D1: SR 93 (I-75) Interchange at Tucker's Grade. CMA was the prime consultant providing landscape architectural services under our Districtwide Design Contract. Work assignments for this project included tree disposition plans, landscape plans, maintenance plans, and irrigation plans. This interchange was surrounded by a wildlife management area, and the design proposed all native vegetation to fit within the surrounding context. Ms. Chen served as the lead landscape designer for this project leading all production efforts through site analysis, concept development, and construction documents.

FDOT D1: SR 93 (I-75) Interchange at Moccasin Wallow Road. CMA was the prime consultant providing landscape architectural services under our Districtwide Design Contract. Work assignments for this project included tree disposition plans, landscape plans, maintenance plans, and irrigation plans. This interchange is surrounded by commercial and residential properties. The all-native landscape proposed provides a low maintenance solution to beautify the interchange and recreates native habitat to the interchange. Ms. Chen served as the lead landscape designer for this project leading all production efforts through site analysis, concept development, and construction documents.

FDOT D1: LaBelle Stormwater Pond Landscape. CMA was the prime consultant providing landscape architecture services for FDOT District 1 through a districtwide design contract. Ms. Chen has provided production support for this work assignment which includes, landscape design, irrigation design, and illustrative graphics. This project includes a maintenance agreement with the City of LaBelle.

FDOT D6: SR 9 (I-95) Golden Glades Interchange Projects Adjacent Neighborhood Aesthetics Study. CMA was the prime consultant providing landscape architecture services for FDOT District 6 through a districtwide design contract. This task assignment supported D6 in the development of concepts for aesthetic treatments along noise walls adjoining neighborhoods along the northbound side of I-95. The side streets involved were NW 6th Avenue and East Drive both running parallel along noise walls that were a part of each neighborhood. As the proposed widening would impact the neighborhood, the study prepared Before-After renderings of potential treatments, including noise abatement panels of decorative designs, support systems for vertical vine growth, landscape and several other treatments. Ms. Chen provided graphic renderings as a part of this study for landscape buffering and noise wall treatments. Her efforts created most of the presentation materials used during project meetings.

Wendy Cyriacks

PRINCIPAL/CHIEF SCIENTIST

Education

- M.S. Marine Biology, Nova Southeastern University (graduate classes completed, 2004)
- B.S. Biology, University of Miami, 1983

Special Qualifications /Certifications

- 35+ years environmental experience in south Florida
- Extensive permitting and NEPA/PD&E experience
- Former FDOT Environmental Administrator, Districts 4 & 6
- FDEP Certified Erosion and Sediment Control Inspector (2004)
- PADI Open Water/Advanced/Rescue/ Nitrox/AAUS

Wendy Cyriacks has over 35 years' experience in environmental analysis and impact studies, permitting and National Environmental Policy Act (NEPA) documentation. Wendy serves as Principal and/or Chief Scientist on large scale environmental projects. She has coordinated extensively with permitting agencies and has been responsible for obtaining state, federal and local environmental permits on numerous public sector projects. She has managed and/or conducted natural resource studies including wetlands, marine benthic studies, threatened and endangered species, and contamination assessments. She has also developed mitigation and monitoring plans, conducts permit compliance reviews and QA/QC reviews.

Project Experience

East-West Corridor Project Development & Environment (PD&E) Study, *Department of Transportation and Public Works (DTPW), Miami-Dade County, FL* - The 11-mile long transit project consists of conducting a PD&E Study for the East-West Corridor Metrorail Extension from the Miami Intermodal Center (MIC) to Florida International University (FIU). Three transits modes were being evaluated including Heavy Rail, Light Rail and Bus Rapid Transit (BTR). Environmental Project Manager responsible for preparation of the NEPA document and support environmental documentation including Natural Resources, Contamination, and Section 4(f).

SR 968/Flagler Street Premium Transit PD&E Study, *NEPA Documentation, Florida Department of Transportation (FDOT) District 6, Miami-Dade County, FL* The Federal Transit Agency is the lead agency for this 21-mile long project which entails conducting a PD&E Study to evaluate transit options, primarily BRT. Environmental Manager responsible for preparation of the NEPA document and support environmental documentation including Noise, Air, Natural Resources, Contamination, Section 4(f) and Socio-economic impacts. The project traverses a primarily urban area, therefore key issues include impact to parks and other community features, community impacts, contamination and noise.

- **Card Sound Road PD&E Study,** *NEPA Documentation, FDOT District 6, Monroe County, FL* - The purpose of this study was to identify and evaluate improving the traffic flow along Card Sound Road (CR 905) during hurricane evacuations and to provide an improved secondary route in the event of a road closure on US 1. Several threatened and endangered species are found in the nearby Dagny Johnson Key Largo Hammock Botanical State Park and the Crocodile Lake National Wildlife Refuge. CECOS was contracted to prepare the Environmental Assessment and Section 4(f) Document.
- **SR 80/Southern Boulevard Bridge Replacement PD&E Study, Design and Permitting,** *NEPA Documentation, Permitting, FDOT District 4, Palm Beach County, FL* - This project involves the replacement of the two bridges over the Intracoastal Waterway and Lake Worth Lagoon. Project Manager responsible for preparing the NEPA documentation, Wetlands, Endangered and Threatened Species and Essential Fish Habitat (EFH) Assessment Reports. Conducted marine benthic survey for approximately 34 acres. Other activities include conducting wetland impact assessment, evaluating impacts to the environmentally sensitive resources due to construction methodology, and conducting wildlife surveys. Also responsible for obtaining permits from the U.S. Army Corps of Engineers (USACE), U.S. Coast Guard (USCG), and South Florida Water Management District (SFWMD).

- **SR 9/I-95 from South of Hallandale Beach Boulevard to North of Hollywood Boulevard PD&E Study,** *Environmental Studies & Documentation, FDOT District 4, Palm Beach County, FL* - This project involves improvements to the I-95 and the interchanges at Hallandale Beach Boulevard, Pembroke Road, and Hollywood Boulevard, approximately 3 miles. Responsibilities include environmental data collection, analysis and documentation for the Categorical Exclusion Type 2, Contamination Screening, Natural Resources, Socio-cultural and Section 4(f) documentation. Project Manager responsible for overall management if contract, resource allocation, scheduling and quality control reviews, wetlands, threatened & endangered species, contamination and socio-cultural data collection, evaluations and the preparation of required documents.
- **SR-401 Bridge Replacement PD&E Study,** *NEPA Documentation, FDOT District 5, Cape Canaveral, Brevard County, FL* - This PD&E Study and design project involves the replacement of three bascule bridges over the Canaveral Barge Canal, adjacent to the Banana Aquatic Preserve and the Merritt Island National Wildlife Refuge. Responsible for preparation of the Natural Resources Evaluation (NRE) Report, which included wetland impact analysis, endangered species Biological Assessment, and EFH assessment.
- **West Lake Drive Bridge Replacement LAP,** *Permitting, FDOT District 4, City of Fort Lauderdale, FL* – This Local Agency Program (LAP) project involves replacement of three bridges along West Lake Drive residential community. Project Manager responsible for project oversight, scheduling, client contact and conducting quality control review for project documentation including permit application and support environmental reports as well as agency coordination.
- **West Relief Bridge Replacement,** *Permitting, Mitigation and Monitoring, Town of Bay Harbor Islands, Miami-Dade County, FL* Responsible for obtaining environmental permits and developed a mitigation plan for impacts associated with the construction of a new bridge, located in Biscayne Bay, an Outstanding Florida Water and Aquatic Preserve. The mitigation plan involved construction of an artificial reef within Biscayne Bay. Conducted marine benthic surveys to determine impacts to the benthic communities which included seagrass and hard bottom habitat. Prepared permit application packages and obtained permits from Miami-Dade County Department of Environmental Resource Management Class I, SFWMD, and USACE. Also conducted five-year monitoring of the mitigation site.
- **Singer Island Bridge Replacement,** *Environmental Permitting, City of Riviera Beach, FL* - The project involved replacement of six residential bridges. Responsible for project oversite, management, scheduling and quality control reviews. Specific tasks involve conducting a marine benthic survey and delineating of seagrass and other benthic resources (hard and soft corals); and preparing SFWMD, and USACE permit applications and support documentation for bridge replacements and seagrass impacts and conducting Section 7 consultation with National Marine Fisheries Service.
- **SR 5/Overseas Highway,** *Environmental Surveys, FDOT District 6, Grassy Key, Monroe County, FL* - The project involved roadway improvements to an approximate 11-mile stretch of highway from Grassy Key to Long Key. Responsible for agency coordination (SFWMD, USACE, Florida Department of Environmental Protection) and environmental surveys. Provided environmental support for permitting, including wetland delineation (mangroves) and upland habitat mapping and conducted alternative impact analysis.
- **Cocoplum Bridge Replacement,** *Environmental Services, NRE, Miami-Dade County DTPW, Miami-Dade County, FL* – This project involves the removal and replacement of a two-lane general use bridge that spans the C3 Canal in the City of Coral Gables. Responsible for preparation of a NRE Report to determine the presence/absence of EFH including seagrass, threatened and endangered species, wetlands and surface waters. Conducted a marine benthic survey and determined impact to natural resources.
- **SW 87th Avenue Bridge Over C-100 Canal,** *Environmental Services, NRE, Miami-Dade County DTPW, Palmetto Bay, FL* – The proposed project involved construction of a new two-lane bridge over the C-100 canal at SW 87th Avenue from SW 164th Street to SW 163rd Terrace. Responsibilities included conducting a marine benthic survey and a protected species survey including a visual survey for the Florida bonneted bat. Documented results in a Natural Resources Evaluation (NRE) report.
- **Bridges of the Isles Replacement Design-Build,** *Environmental Permitting, FDOT District 4/City of Fort Lauderdale, Broward County, FL* – This Design Build project consists of replacing five structurally deficient bridges with new 2-lane fixed low level bridges. Project Manager responsible for environmental permitting, preparation of an Endangered Species Biological Assessment, Section 7 consultation, EFH Assessment and consultation and development of a Mitigation Plan. Conducted quality control reviews, scheduling, team coordination and all project management activities.

Shannon Kelley

SENIOR ENVIRONMENTAL SPECIALIST

Education

- B.S. Biology Florida Atlantic University, 2016

Special Qualifications /Certifications

- Former FDOT District 6 environmental Specialist
- Registered Burrowing Owl Agent
- Registered Gopher Tortoise Agent
- FDEP Florida Stormwater Erosion & Sedimentation Control Inspector
- SFAEP Wetland Delineation Training
- Certified Advanced Florida Master Naturalist
- SCUBA Certified PADI Open Water

Shannon Kelley holds a Bachelor of Science degree in Biology with an emphasis in marine biology and has over eight years experience in the environmental field. She has worked as the Environmental Lead on major and minor projects which focus on environmental impact assessments, protected species, wetlands and surface waters, noise, contamination, and other National Environmental Policy Act (NEPA) documentation. Shannon has worked in both laboratory and field settings; conducting research projects and analyzing and collecting data.

Project Experience

Matheson Hammock Park Bridge, Project Development and Environment (PD&E) Study, *NEPA Documentation, Miami-Dade County Department of Transportation and Public Works (DTPW), Miami-Dade County, FL* – This project involves the replacement of the bridge within Matheson Hammock Park. Senior Environmental Scientist responsibilities include conducting field work including assisting with benthic seagrass surveys, wetland delineations, and general species surveys. Responsibilities also include preparing all NEPA documents including the Natural Resources Evaluation (NRE), Sociocultural Effects Evaluation (SCE), Contamination Screening Evaluation Report (CSER), Air Quality memo, Water Quality and Sole Source Aquifer (SSA) documentation, Section 4(f) documentation, Categorical Exclusion Type 2 document, and coordinating with agencies as needed.

SR-401 PD&E Study, *NEPA Documentation, FDOT District 5, Cape Canaveral, FL* – This PD&E Study involves the replacement of three bascule bridges over the Canaveral Barge Canal, adjacent to the Banana Aquatic Preserve and the Merritt Island National Wildlife Refuge. Senior Environmental Scientist responsible for writing the NRE Report, assisting FDOT with U.S. Fish and Wildlife Service (USFWS) Consultation, and assisting FDOT with mitigation plans for mangrove impacts.

- **Barwick Road Local Agency Program (LAP) Project,** *NEPA & Environmental Permitting, FDOT District 4 and City of Delray, Palm Beach County, FL* - This minor LAP project involves the addition of shared-use lanes, drainage improvements, and work within the L-32 Canal (owned by Lake Worth Drainage District (LWDD)). Senior Environmental Scientist responsible for writing the Categorical Exclusion Type 1 document and preparing environmental permit applications for South Florida Water Management District (SFWMD) and Florida Department of Environmental Protection (FDEP).
- **Flagler Street Demonstration Project,** *NEPA Documentation, FDOT District 6, Miami-Dade County, FL* – This FDOT District 6 project involves providing improvements to Flagler St. and SW 1st St. from approximately NW 27th Ave to SW 6th Ave by implementing Business Access Transit (BAT) Lanes by repurposing an existing travel lane between the existing project limits. Senior Environmental Scientist responsible for preparation of the NRE, SCE, Section 4(f) documentation, and Categorical Exclusion Type 2 document.
- **Quail Roost Drive PD&E Study,** *NEPA Documentation, FDOT District 6, Miami-Dade County, FL* – This PD&E study involves the widening of Quail Roost Drive from 2 to 4 lanes. Senior Environmental Scientist responsible for performing field work for contamination, community facilities, and Florida bonneted bat (FBB) survey as well as assisting with USFWS consultation. Also prepared the SCE, Air Quality Memorandum, CSER, updated NRE, and Categorical Exclusion Type 2 document.

- **I-95 PD&E Study,** *NEPA Documentation, FDOT District 4, Fort Lauderdale, FL* - This study involves improvements to three interchanges. Senior Environmental Scientist responsible for writing the SCE, Section 4(f) documentation, Air Quality Memorandum, CSER, NRE, Categorical Exclusion Type 2 document, and assisting with USFWS Consultation. Responsibilities also include conducting field reviews for contamination, community facilities, wetlands, and listed species including a visual survey for the FBB.
- **Ludlam Trail LAP Project PD&E Study,** *FDOT NEPA Documentation, District 6, Miami-Dade County, FL* – This project involved conducting a PD&E Study for the proposed improvements of adding a 6-mile trail in an abandoned railroad corridor using local and federal funds. This project connects multiple parks, residences, and privately funded developments. Environmental lead responsible for reviewing and commenting on all PD&E NEPA documents such as protected species and habitat, wetlands and surface waters, noise, contamination, air quality, sociocultural effects, archaeological and historical resources, and 4(f) resources.
- **East-West Corridor Metrorail Extension PD&E Study,** *NEPA Documentations, DTPW, Miami-Dade County, FL* – This project involves the evaluation of potential environmental impacts of multiple alignment alternatives in support of the PD&E Study for the proposed East-West transit Corridor. Senior Environmental Scientist responsible for updating the CSER as well as the NRE Report due to extension of project limits and new information obtained through desk top analysis and field investigation(s).
- **Florida Turnpike from Sawgrass Expressway to Glades Road Design Project,** *Environmental Permitting, Florida's Turnpike Enterprise (FTE), Broward and Palm Beach Counties, FL* – This project involves the widening of the Turnpike as well as drainage improvements and work within the E-2W Canal (owned by LWDD). Senior Environmental Scientist responsible for preparing environmental permit applications for the LWDD, FDEP, U.S. Army Corps of Engineers (USACE), and SFWMD.
- ***National Pollutant Discharge Elimination System (NPDES) Annual Compliance Inspections,*** *Permit Compliance, Palm Beach County Airports, FL* – Senior Environmental Scientist responsible for conducting Stormwater Pollution Prevention Program (SWPPP) annual compliance inspections for 4 airports. Inspections included filling out individual forms for all tenants while inspecting for appropriate chemical management to ensure tenants are discharging into the stormwater system appropriately, and ensuring tenants are complying with the SWPPP. Annual Compliance Reports were written to summarize information.
- **FDOT District 6 Environmental Compliance Inspection Projects,** *Environmental Compliance, FDOT District 6, Miami-Dade County, FL* – These series of construction projects are located throughout Miami-Dade County. Senior Environmental Scientist responsible for conducting environmental compliance inspections based on project design plans and permits.
- **Publix Distribution Center, Gopher Tortoise Survey,** *Wildlife Survey, Boynton Beach, FL* – Senior Environmental Scientist responsible for conducting gopher tortoise presence/absence survey via transects to determine the location of gopher tortoise burrows in both an open field and forested setting. Recorded location of burrows via Global Positioning System (GPS), and determined if the burrows were potentially occupied, inactive, or abandoned. Summarized findings into memo format.
- **Widen Taxiways F and P4, Relocation of Taxiways B and C,** *Burrowing Owl Survey & Burrow Collapsing, Boca Raton Airport Authority (BRAA), Boca Raton, FL* – Senior Environmental Scientist responsible for conducting burrowing owl surveys via transects including determining which burrows were in the construction work zone and scoping and collapsing 10 burrows. Recorded data including status of burrows, GPS location, and pictures.
- **Snake Creek Canal (C-9) Burrowing Owl Survey,** *Wildlife Survey, Water and Sewer Department (WASD), Miami-Dade County, FL* – Senior Environmental Scientist responsible for conducting presence/absence burrowing owl survey via transects. Recorded data including status of burrows, GPS location, and pictures. Prepared FWC permit amendment.
- **Palm Beach International (PBI) Airport Signature Flight Support,** *Wildlife Survey, Burrow Collapsing, & Environmental Permitting, PBI, Palm Beach County, FL* – This project involves the construction of a new hangar on airport property. Senior Environmental Scientist responsible for conducting burrowing owl surveys, preparing a Migratory Bird Nest Removal Permit and permit addendum, and scoping and collapsing burrows.

Kevin Cash, M.S.

ENVIRONMENTAL/GIS SPECIALIST

Education

- M.S. Marine Biology, Nova Southeastern University, 2021
- B.S. Marine Biology, Nova Southeastern University, 2017

Special Qualifications /Certifications

- FAEP Wetland Delineation Training
- FAEP Advanced Hydric Soils Workshop
- Burrowing Owl Registered Agent (RAG-22-0040)
- SFAEP Water Quality and FDEP SOP Training
- FDEP Stormwater Management Inspector #49803
- Phase I Environmental Site Assessment
- AAUS Scientific Diver (#32088)
- PADI Dive Master #435208, Nitrox Diver

Kevin Cash holds a Master of Science degree in Marine Science with a concentration in Marine Biology and has over five years of experience within the environmental field. Within his master thesis, he aided in obtaining permits pertaining to the collection of samples from endangered sea turtle species on South Florida Beaches. As a Masters student he assisted in conducting over 15 seagrass and coral surveys thhoughout south Florida including including Virginia Key in Miami-Dade Conunty and locations in Broward and Monroe Counties. His experience within the environmental field includes the teaching of multiple survey techniques on land and underwater. He has several years of experience working in both laboratory and field settings; designing research projects, defending research findings, analyzing and collecting data. He has multiple years of experience with CECOS conducting wetland delineations, benthic and wildlfie surveys; including gopher tortoise, Florida bonneted bat, Florida burrowing owl, and eastern black rail surveys. He has experience writing and reviewing required NEPA support documents, aiding in permit application, and is proficcient in Geographic Information System (GIS) work.

Project Experience

Matheson Hammock Park Bridge PD&E Study, *Miami-Dade County Department of Transportation and Public Works (DTPW), Miami-Dade County, FL* – This DTPW project involves the evaluation of potential environmental impacts considered for the rehabilitation and or replacement of the existing Matheson Hammock Park Bridge 874294. The existing bridge is located within the Matheson Hammock State Park, crosses over surface waters directly connected to Biscayne National Park, and is surrounded by natural mangrove hammocks. Assessed benthic resources, delineated wetland boundaries, and documented existing conditions, accounting for left, right, and center alternatives, to be included in all required NEPA documents, including the NRE, SCE, and CSER. Prepared GIS figures for field efforts and PD&E associated documentation.

Flagler Street Demonstration PD&E Study, *NEPA Documentation, Florida Department of Transportation (FDOT) District 6, Miami-Dade County, FL* - This FDOT District 6 project involves improvements to Flagler St. and SW 1st St. from approximately NW 27th Ave to SW 6th Ave by implementing a Business Access and Transit (BAT) Lanes by repurposing an existing travel lane between the existing project limits. Prepared the Contamination Evaluation Screening Technical Memo and conducted desktop and field reviews. Created figures for all required National Environmental Policy Act (NEPA) documents, including the Natural Resources and Environment (NRE) Report, Social Cultural Effects (SCE) Evaluation Report and Contamination Evaluation Screening Report (CESR).

- **Quail Roost PD&E Study (Contamination Screening and Evaluation Report),** *FDOT District 6, Miami-Dade County, FL* – This project involves the widening and resurfacing of Quail Roost Drive. Environmental Scientist: Conducted field review of the project corridor, including conducting interviews at potentially contaminated site locations, as well as preparing GIS figures for the PD&E documentation.
- **I-95 at Northlake Intersection,** *Environmental Permitting, FDOT District 4, Palm Beach County, FL* - Environmental Scientist: conducted field review of Earman Canal to determine presence / absence of aquatic vegetation within project impact area. Survey of canal banks to determine if burrows and/or gopher tortoise were present.

- **East-West Corridor Metrorail Extension Project Development and Environment (PD&E) Study,** *Miami-Dade County DTPW, Miami-Dade County, FL* - This project involves the evaluation of potential environmental impacts of the BRT alternative in support of the PD&E Study for the proposed East-West transit Corridor. Conducted desktop review on protected species. Assisted with preparation of GIS maps for the Natural Resources Evaluation Report and Contamination Screening Evaluation Report.
- **Pine Island Road from Griffin to Nova Drive,** *Environmental Permitting, Broward County, FL* - This project was designed to create a new six-lane roadway including one bridge widening, pavement marking and signing plans, five signalized intersections, lighting plans, bulkhead wall along the CBWCD N-12 Canal and archeological assessment. Conducted field review of project corridor, assessing trees for potential roosting habitat for Florida bonneted bat. Prepared the Phase I contamination assessment, including creating GIS figures. Assisted with preparation of the SFWMD ERP application.
- **Pembroke Road Expansion,** *Wetland Delineation, Wildlife Surveys, and Environmental Permitting, City of Miramar, Broward County, FL* - The project involves a 5.6-mile road widening and extension that includes widening of Pembroke Road from SW 160th Ave. (Dykes Road) east to SW 196th Ave. from a two-lane road to a four-lane divided roadway and the extension of Pembroke Road from SW 160th Ave. to connect with US-27. Additionally, Miramar Parkway will be extended from SW 192nd Ter. to Pembroke Road. Performed wetland delineations, conducted Florida bonneted bat tree surveys, and general protected species surveys including Florida bonneted bat (FBB), wood stork, eastern black rail, snail kite, and bald eagle. Assisted in the preparation of environmental permit applications, including GIS mapping for Section 404, SFWMD ERP, and Broward County ERL.
- **Low Stress Multimodal Mobility Transportation System Master Plan,** *Environmental Planning/Environmental GIS preparation, Broward County, FL* – This project involves the development of the Broward County Low Stress Master Plan, conducing a countywide master planning effort, including data collection and analysis; planning; resiliency; feasibility; and conceptual design(s) to integrate bicycling, walking, and sue of personal conveyance devices into the transportation mainstream. This project aims to enhance utilization, resiliency, mobility, accessibility, and connectivity of the low stress multimodal mobility transportation system. Environmental planning and GIS specialist: Conducted initial county wide analysis for a multitude of environmental considerations, including existing trails, ecological features (wetlands, parks/conservation areas/mitigation banks/other natural areas), Historic and contaminated sites, and future considerations (storm surge and flood zones, coastal construction control and high hazard areas). Developed resiliency matrix criteria for environmental features.
- **West Lake Drive Bridge Replacements,** *FDOT D4 Continuing Services for LAP Project Delivery, Broward County, FL* - This LAP project involves the removal and replacement of three residential bridges located across the connection of the Stranahan River and Lake Sylvia. Environmental Scientist: Conducted benthic surveys from a boat along established transects at each of the three bridges, identifying various benthic resources (seagrass, corals, sponges, and oysters). Mapped findings for inclusion in the future permitting processes.
- **Florida Turnpike from Sawgrass Expressway to Glades Road Design Project,** *Environmental Permitting, Florida's turnpike Enterprise (FTE), Broward and Palm Beach Counties, FL* – This project involves the widening of the Turnpike as well as drainage improvements and work within the E-2W Canal (owned by Lake Worth Drainage District (LWDD)). Responsibilities include preparing GIS figures for and assisting with the environmental permit applications for the LWDD, Florida Department of Environmental Protection (FDEP), U.S. Army Corps of Engineers (USACE), and South Florida Water Management District (SFWMD).
- **Districtwide Local Agency Program (LAP) Environmental Construction Compliance Monitoring,** *Permit Compliance, FDOT 6, Miami-Dade & Monroe Counties, FL* – This FDOT project involves over 30 ongoing construction projects throughout Miami-Dade and Monroe Counties. Conducts regular inspections, including pre and post construction inspections of entire project corridors and proposed staging areas. Coordination with FDOT, contractors, and CEI's to ensure projects are within compliance of any applicable permits.

Angela L. Alba, PE

CHIEF GEOTECHNICAL ENGINEER

AREHNA | Engineering, Inc.

Contact Information

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aalba@arehna.com

5389 N Nob Hill Road
Sunrise, Florida 33351

Licenses

Professional Engineer
Florida Registration No. 58538, 2002

Experience

26 years total
10 years at AREHNA

Education

Master of Science, Civil Engineering (Geotechnical)
Massachusetts Institute of Technology, 1998

Bachelor of Science, Civil Engineering
University of Puerto Rico, 1995

Career Summary

Ms. Alba has provided geotechnical engineering services on numerous geotechnical explorations over the past 26 years, including serving as the Geotechnical Discipline Lead for the I-595 Corridor Improvement project in Broward County, Florida, which is the first Public-Private-Partnership (P3) project ever awarded by FDOT. Ms. Alba has been involved in the planning, analysis, execution, and review of geotechnical projects ranging from roadway and railways to complex roadway bridge and tunnel projects to commercial high-rise buildings, school projects, and other local municipality projects. Ms. Alba has performed evaluations for retaining walls, drainage structures, shallow foundations, driven piles, drilled shafts, augercast piles, micropiles, and pressure injected footings. Ms. Alba's experience has also included finite element analysis, slope stability evaluations, soil nail wall design, and evaluation of geosynthetics applications, and geotechnical ground improvement techniques.

Project Experience

Broad Causeway Drawbridge PD&E Bay Harbor Island, Miami-Dade County, Florida Ms. Alba served as Chief Geotechnical Engineer for this bridge replacement project, which included PD&E Study and 30% Design after design alternative was selected. Challenges for this project will include mitigation of vibrations imparted during foundation construction and thick surficial very soft organic silt layer. Geotechnical evaluation included mitigation of vibrations imparted during foundation construction.

NE 151st Street / Bay Vista Road Improvements, Miami-Dade County Department of Transportation and Public Works Highway Division, FL Ms. Alba served as the Senior Geotechnical Engineer for roadway improvements, which include roadway widening, drainage improvements, and mast arm structures. The existing four-lane divided Bay Vista Rd will be widened to a six-lane divided section. In addition, approximately 1,300 LF of new pipe alignment is proposed. Geotechnical recommendations included delineation of unsuitable soils (plastic and organic soils) and use of geogrid reinforcement.

I-395 PD&E Study, MDX & FDOT District Six, Florida Ms. Alba was responsible for performing engineering analysis and preparing geotechnical reports for PD&E study performed for 1-mile section of Interstate 395 between intersection with Interstate 95 and west end of MacArthur Causeway Bridge, which includes options: high level, elevated roadway and a tunnel option. Involved in the axial capacity analysis of drilled shafts and driven piles, soil and rock parameter recommendations for lateral analyses of deep foundations, slope stability analysis for MSE walls, and settlement analyses; coordinated and directed drilling activities, project management, laboratory testing, and invoicing.

Samson Oceanfront Park, City of Sunny Isles, Miami-Dade County, Florida AREHNA provided geotechnical engineering services for this project, which consists of construction of a stage with a 4-inch concrete slab and 12 foot high columns supporting a concrete roof, and a children's playground with a rubberized floor and 25 foot high columns supporting a concrete roof. Ms. Alba's responsibilities included project oversight for the geotechnical engineering services, including field and utility coordination, report preparation, and recommendations.

Soils, Foundation, and Materials Testing Services, Miami-Dade County, Florida Ms. Alba served as the Project Manager/Senior Geotechnical Engineer for this contract, which included geotechnical, construction materials testing and inspection services for the construction of various improvement projects, including water main extensions, intersection improvements, and sidewalks, for various Miami-Dade County departments, including Miami-Dade Water and Sewer, Public Works, Dade Aviation Consultants, and Parks and Recreation.

I-95/ SR-9 at Lantana Road Interchange, PD&E Study, District Four, Florida Ms. Alba served as the Senior Geotechnical Engineer for this PD&E Study, which evaluated interchange improvements, including bridge replacement, several bridge widenings and new retaining walls. The evaluation included mitigation of construction imparted vibrations.

SR 836 Bridge 7 over NW 12th Street, (GMX) Miami-Dade County, Florida Ms. Alba served as the Senior Geotechnical Engineer for the Cost Savings Initiative (CSI) to redesign the SR 836 Westbound Flyover Ramp (Ramp D-3) over NW 12th Street from two span plate girder bridge to a single span steel box bridge along with redesign of the proposed MSE walls at the bridge approaches. This bridge is part of the partial reconstruction of the interchange which includes replacement of all SR 836 bridges over NW 87th Ave and associated ramp improvements. Available PDA results performed at the interchange were reviewed in order to better predict the anticipated mobilized pile end bearing resistance.

Consultant Services for Transit Surveys, Infrastructure, and Shelter Designs (RFP #PNC2119245P1), Broadview Park Green Infrastructure Improvement Study, Broward County Public Works department – Highway & Bridge Maintenance Division, Broward County, Florida Ms. Alba served as Chief Geotechnical Engineer for this project, which consists of evaluating flooding conditions and develop alternatives for stormwater management systems prioritizing green infrastructure. Extensive drainage testing, including exfiltration and Double Ring Infiltrometer testing, was performed.

5th Street Bascule Bridge Replacement, FDOT District Six, Miami, Florida Ms. Alba was the Senior Geotechnical Engineer responsible of preparing geotechnical reports for the new replacement 4-lane Bascule Bridge over Miami River, including the approach roadways and bulkheads. Performed engineering analysis that included evaluation of pier mat foundation alternative, evaluation of the static tension and lateral load tests results for 24-inch square concrete piles. She performed evaluation of additional pile capacity and reviewed the PDA and CAPWAP results regarding evaluation of cofferdam concrete seal.

General Engineering Consultant Program Management, GMX, Miami-Dade County, Florida (RFP No. 10-04) Ms. Alba served as the Project Manager/Senior Geotechnical Engineer responsible for providing geotechnical engineering and construction materials testing quality assurance verification services. Specific functions of this role included: conducting periodical reviews of the construction projects, assisting CEI consultants in monitoring and evaluating contractor's product and performance, checking CEI's QA/QC Plan, and identifying and reporting problems that can affect the execution of the project. She performed reviews of the geotechnical engineering reports for the associated new structures and roadway improvements for the new SR 826 and SR 836 interchange, which includes the construction of a four-level interchange with construction costs anticipated to be in the range of $500 million.

City of Miami, Streetcar Corridor, Miami, Florida Ms. Alba served as Senior Geotechnical Engineer for this project, which consisted of the addition to the City's transportation system consisting of a new streetcar corridor in downtown Miami. Services included performing asphalt pavement cores for evaluation of existing pavement, soil conditions, and base and sub-grade conditions and composition to assist in order to determine where milling and resurfacing or replacement of full depth pavement is required along the streetcar alignment. MOT was performed to facilitate the safe operation of pavement coring and drilling equipment and personnel within the travel lanes and right of way along the proposed streetcar alignment.

SW 136 St from US-1 to Old Cutler Rd, Village of Pinecrest, Miami-Dade County, Florida Ms. Alba served as the Senior Geotechnical Engineer for this roadway improvements project, which consisted of 2.6 miles of roadway widening for new bicycle lanes on both sides and drainage improvements.

District-Wide Geotechnical and Materials Testing, FDOT District Six, Florida Ms. Alba served as a Senior Geotechnical Engineer for this task-order contract. Scope of work has included pavement coring and geotechnical support of in-house design projects.

Stormwater Drainage Improvements at Sub Basin D-3, NW 29th & NW 31th Street, City of Doral, Miami-Dade County, FL Ms. Alba served as the Senior Geotechnical Engineer for the proposed drainage improvements along NW 31 St and NW 29 St, between NW 82 Ave. and NW 79 Ave., in Doral, Florida. Field testing included SFWMD exfiltration testing.

South Dade Landfill Cell No. 5, Miami-Dade County, FL Ms. Alba was responsible for project management and geotechnical engineering services for the landfill expansion with an area of approximately 56 acres, plan dimensions of approximately 900 feet by 2,500 feet, and a planned height of 150 feet above existing ground surface. Performed geotechnical foundation analysis and prepared an engineering soil report that documented findings supporting foundation / site preparation recommendations in order to determine the feasibility of the subgrade to support the loads and stresses imposed by the landfill and performed a Fatal Flaw Study including unstable areas, sinkholes, lineament, seismic activity, and geologic faults.

Miami Seaport Redevelopment Program, Project No. 5, Mobile Gangway Pads, Port of Miami, Miami, FL Ms. Alba served as the Senior Geotechnical Engineer for the proposed Mobile Gangway Pads. Ms. Alba performed engineering analysis to determine lateral pressures imparted by the proposed Mobile Gangway Pads to the existing anchored bulkhead. Provided shallow and deep foundation recommendations.

Jessica McRory, PE, LEED AP

SENIOR GEOTECHNICAL ENGINEER

AREHNA | Engineering, Inc.

Contact Information

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jmcrory@arehna.com
5012 W. Lemon Street
Tampa, Florida 33609

Licenses

Professional Engineer
Florida Registration No. 68440, 2008

LEED Accredited Professional

Experience

21 years total
16 years at AREHNA

Education

Master of Science, Civil Engineering,
Geotechnical Concentration
University of South Florida, 2004

Bachelor of Science, Civil Engineering
University of South Florida, 2003

Career Summary

Ms. McRory has managed the geotechnical aspects of testing, design and construction for over a thousand engineering projects over the last 21 years. Her involvement has included analysis and evaluation of soil conditions pertaining to new construction design, as well as ongoing construction projects. Project experience has ranged from task order contracts to large FDOT projects. Other responsibilities have included coordinating geotechnical field and laboratory testing, as well as construction materials testing services. Evaluations have included soil and groundwater conditions, determining soil bearing capacity and consolidation characteristics and analyzing the performance of various types of foundation systems. Ms. McRory has provided recommendations for shallow foundations, various ground improvement techniques and deep foundation systems including driven piles, drilled shafts and augercast piles.

Project Experience

Broad Causeway Drawbridge PD&E Bay Harbor Island, Miami, Florida Ms. McRory served as the Principal Engineer for this project which consisted of replacing the existing drawbridge to be a fixed concrete bridge that will improve safety, traffic flow, and decrease maintenance cost. Ms. McRory provided project oversight, recommendations for the design and construction of the drawbridge. Challenges for this project will include mitigation of vibrations imparted during foundation construction.

District-Wide Materials Testing Geotechnical Support, FDOT District Six, Miami-Dade County, Florida AREHNA currently supports this contract providing geotechnical investigation, analysis and design, pavement coring and evaluation, as well as geotechnical inspection, testing and analysis of projects under construction. Ms. McRory serves as the Geotechnical Contract Manager ensuring adequate available resources for the field exploration programs including soil borings, and pavement coring.

Miscellaneous Engineering Services, Miami, Florida Ms. McRory serves as the Contract Manager and supports this contract on an as-needed basis. Scope includes roadway and drainage improvements, storm water management, Sea level rise and resilience, utility coordination, post design, Civil Engineering, Structural Engineering, Environmental Engineering, Marine & Coastal Engineering, Construction Engineering and Inspection (CEI) Services.

District-Wide Geotechnical and Materials Testing Contract, FDOT District Four, Florida Ms. McRory currently provides geotechnical engineering services for this for this task-order contract. Scope of work has included pavement coring and geotechnical support of in-house design projects.

Continuing Services for Design Projects (Contract Nos. CAM59, CAJ57, CA982 & CA055), FDOT District Four, Florida AREHNA performed all the geotechnical services associated with this task work order contract associated with roadway improvements that include milling and resurfacing, traffic safety, lighting structures, overhead sign structures, mast arm structures, and drainage structures. Ms. McRory serves as the Geotechnical Contract Manager for this task-order contract.

I-95/ SR-9 at Lantana Road Interchange, PD&E Study, District Four, Florida Ms. McRory served as the Senior Geotechnical Engineer for this PD&E Study, which evaluated interchange improvements, including bridge replacement, several bridge widenings and new retaining walls. The evaluation included mitigation of construction imparted vibrations.

NE 151st Street / Bay Vista Road Improvements, Miami-Dade County Department of Transportation and Public Works Highway Division, FL Ms. McRory served as the Geotechnical Project Manager for roadway improvements, which include roadway widening, drainage improvements, and mast arm structures. The existing four-lane divided Bay Vista Rd will be widened to a six-lane divided

section. In addition, approximately 1,300 LF of new pipe alignment is proposed. Geotechnical recommendations included delineation of unsuitable soils (plastic and organic soils) and use of geogrid reinforcement.

District-Wide Minor Design Contract (Contract Nos. CAB12, C9O11, C9Q84 & C9T43), FDOT District Four, Florida Ms. McRory serves as a Senior Geotechnical Engineer and Contract Manager for this task-order contract. Projects have included roadway, drainage, mast arm structures and lighting improvement projects.

County-Wide Continuing Engineering Services for Traffic, Roadway, and Civil Projects Broward County, Florida AREHNA is available on an as needed basis to provide geotechnical engineering services on this county-wide task order contract. Project tasks include design, engineering, study, analysis and evaluation, implementation, construction and construction management of various projects. Ms. McRory serves as a Project Manager.

City of Sunrise Geotechnical Engineering and Testing Continuing Services Contract (#2022000266), Sunrise, Florida Ms. McRory serves as a Contract Manager for this task-order contract. The work has included a variety of projects, including Sunrise Department of Utilities Wastewater Treatment Plant (MW1A) and Sawgrass Headworks Influent Line Improvements.

Westshore Boulevard Complete Streets PD&E Study, Tampa, Florida The purpose of our geotechnical study was to obtain information on the general subsurface and pavement conditions at the project site. The proposed project consists of corridor improvements such as improved safety, mobility, and streetscapes for vehicle, pedestrian, and bicycle traffic.

Pine Island Road from Orange Drive to Nova Drive, Davie, Broward County, Florida Ms. McRory serves as Geotechnical Project Manager for this widening project, which includes approximately 1.9 miles of two new lanes, bridge widening, new bulkhead wall, and miscellaneous structures.

West Hillsboro Blvd., Bike Lanes & Lighting Improvements, Broward County, Florida Ms. McRory served as Principal Engineer for this roadway improvement project, which includes approximately 1.5 miles of new bike lanes in both directions, associated drainage improvements, and new lighting system along Hillsboro Blvd. from Loxahatchee Rd to SR-7. Improvements will include sidewalks, a new roundabout at NW 64th Terrace, and milling and resurfacing.

Town N Country PD&E Drainage Improvements, Hillsborough County, Florida Ms. McRory serves as the Project Manager for this project consisting of drainage and water quality improvement, designed to alleviate historic flooding and provide additional water quality benefits throughout the Town N' Country area between the Henry Street Canal (just north of Hillsborough Avenue) and Tampa Bay, along the west side of the Veterans Expressway.

Weston Road Corridor Improvements from New River Circle to Griffin Road, City of Weston, Broward County, Florida Ms. McRory serves as Principal Engineer for this project, which consists of proposed roadway widening, drainage improvements, new mast arms at S Commerce Parkway, milling and resurfacing along approximately 4 miles of Weston Road.

Indian Trace Roadway Improvements from Saddle Club Road to SW 160th Avenue, City of Weston, Broward County, Florida Ms. McRory served as Principal Engineer for this project, which consists of proposed roadway widening and drainage improvements along approximately 2.6 miles of Indian Trace.

THEA Meridian Ultimate – Nebraska Avenue Improvements PD&E, Tampa, Florida Ms. McRory served as the Project Manager for the study which was conducted to identify improvements to be made to improve traffic flow and implementation of Intelligent Transportation Systems (ITS), Transportation Systems Management and Operation (TSM&O) strategies and use of other transportation technology to improve traffic flow.

THEA PD&E Nebraska & Twiggs PD&E Study, Tampa, Florida AREHNA provided geotechnical engineering services for this project which consist of intersection improvements, ITS, TSM&O, alternative configuration of travel lanes, turn lanes, and intersections.

THEA Selmon East PD&E, Tampa Hillsborough, Tampa, Florida This project consists of assessing the east extension of the Selmon Expressway from downtown Tampa to I-75 in Brandon. Geotechnical scope includes review of existing data, a field exploration plan of pavement coring as well as bridge borings to support the study of future widenings. Ms. McRory serves as the Project Manager for this project.

THEA Whiting Street PD&E Study, Tampa, Florida AREHNA provided geotechnical engineering services for this project which consist of roadway improvements, new sidewalk alignments, on and off-ramp ramp loop extensions and stormwater pond improvements.

Krystal Patterson, MPA, FRA-RA
Principal

Krystal Patterson is a seasoned public administrator and community engagement strategist with over 17 years of experience in local and state government. As the Founder and President of H.E.R.S. Consulting, she leads equity-focused outreach and engagement initiatives that connect agencies with the communities they serve. Krystal is a Certified Florida Redevelopment Administrator and holds an Executive MPA from Florida International University.

Her background includes leadership roles in Code Enforcement, Solid Waste, and Parking Enforcement, as well as community redevelopment experience with the West Perrine and Naranja Lakes CRAs. Recognized among Legacy Miami's Most Powerful and Influential Black Leaders of 2023, Krystal is known for her dynamic, hands-on approach to civic engagement, intergovernmental coordination, and stakeholder alignment. She brings a strong understanding of government operations and regulatory processes, ensuring that public outreach is inclusive, strategic, and results-driven.

Experience

1. Private Developments

Assisted developers with engaging communities, holding local subcontractor meetings and leveraging support for project from development application to Commission approvals.

- Hidden Harbor , 2019-2020. 300+ units and 65,000 commercial space around marina. (www.AquaMarinePartners.com)
- Ocean Park Residences , 2019. 28 units with public parking and park.(MVP-H, (www.StrategicProperties.com)

2. City of Pompano Beach

Consultant to the City for the 1) implementation, 2) administration , 3) monitoring and reporting a successful "Local Business Program". Initiative campaign includes: assessment & strategy development, local business liaison, stakeholder meetings, local vendor capacity building and bridging efforts into a local resident hiring program and city-wide involvement initiatives that included multi-million-dollar projects.

- Outcomes: On-going. Increased local and minority business registrations by 15% and local spend by 5%.

3. City of Hallandale Beach

City Administrator over the Hallandale Opportunity Project (HOP) - A City initiative to engage developers & general contractors that surged from GO Bond projects and the development boom to increase contracting of local vendors.

- Outcomes: $14.4 million of local vendor contracting and over 100 local residents hired.

4. City of Miami Gardens

Business and Resident Economic Growth Plan - A City program to help residents secure gainful employment from spurring economic development and stimulating small business growth in the City. This is accomplished by capacity building with local vendors to increase contracting opportunities, thus leading to employment, training, apprenticeship, or mentoring opportunities to City residents.

- Outcomes: Providing capacity building to over 50 local vendors and start-up entrepreneurs; resulting in increased profits by average of 10%.

5. City of Pompano Beach

General Obligation Bond Campaign (Pompano Beach) - Participated in the grassroots efforts to inform residents, mobilize voters and volunteers and strategize for election day actions throughout the City.

- Outcomes: Gained Community support and approved by CRA Board in 4/2018.

George Rich, BSN, PHR

15+ years experience in government, quasi-governmental and nonprofit settings, with expertise in administration, project management, contracting, business development, local business programs, public-private partnerships, community engagement, government affairs, hiring initiatives and workforce development. Former Programs Manager for CareerSource Broward, where he managed multiple federal/state-funded employment & career training programs with combuined budgets over $20 million. Community Leader & Pastor in Pompano Beach.

Experience

1. Private Developments

Assisted developers with engaging communities, holding local subcontractor meetings and leveraging support for project from development application to Commission approvals.

- Hidden Harbor , 2019-2020. 300+ units and 65,000 commercial space around marina. (www.AquaMarinePartners.com)
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Section 2

Project Approach (30 Points)

Project Plan

Purpose

The goal of this study is to enhance mobility, accessibility, and safety at the intersection of NE 163rd Street and NE 35th Avenue for both current and future conditions. These improvements are essential for fostering economic growth and vitality in the region. Congestion relief and delay reduction are critical to mitigating crashes anticipated with future growth by the design year. The CTS team possesses the expertise needed to successfully conduct the feasibility and PD&E study to integrate these improvements into a transportation network that serves all users effectively. NE 163rd Street is a State Road and the modification of the intersection and proposed Texas U-turn concept under the bridge will require FDOT's approval on traffic, access, structure clearance, and environmental impacts. Considering all those permits and coordination impacts, we recommend a multiphase approach to meet the projects purpose and need.

Phase I - Feasibility Study

To maximize efficiency and minimize redundancy, it is crucial to avoid unnecessary rework and ensure cost-effective data collection. The Preliminary Transportation & Environmental Assessment conducted by CTS in 2016 for this location addressed similar concerns, specifically the eastbound left-turn traffic at NE 35th Avenue. The proximity of NE 163rd Street intersections at NE 34th Avenue and NE 35th Avenue, spaced approximately 450 feet apart, causes spillover from eastbound left-turn queues at NE 35th Avenue to the upstream intersection at NE 34th Avenue.

We will revisit and enhance previously suggested concepts to optimize the Texas U-Turn features, ensuring connections that are both safe and cost-effective. Leveraging earlier efforts, we will adopt a fresh perspective to refine the location and conceptual design of the Texas U-Turn, establishing its role as an integral component of a resilient and safe transportation network that fosters thriving communities.

Our evaluation will encompass existing and potential environmental factors, including social impacts, Section 4(f) considerations, wetlands and surface waters, protected species and habitats, as well as infrastructure and utilities. A comprehensive, high-level environmental assessment will leverage tools such as the FDOT Environmental Screening Tool (EST), aerial imagery, Geographic Information System (GIS) data, and field reviews. These resources will allow us to effectively identify key environmental features and address potential issues.

Under Phase 1, we will also coordinate with the local business and residents within Eastern Shores, get their initial inputs on the project, and document their inputs. We will also start the coordination with FDOT, FPL, and other potential permitting agencies to obtain their initial comments on any fatal flaws to proceed this project into the Phase 2 – PD&E Study. CTS will document all the technical findings and coordination results and

prepare a Feasibility Study Report for the City.

CTS understands various funding sources available for implementing the improvements that might be identified as part of this project. The new impact fee is potentially one of the major funding sources. CTS has a strong track record assisting in the federal/state grants application and management process, including TIGER, FASTLANE, INFRA, and BUILD grants. As part of our ongoing statewide FDOT contracts, we thoroughly understand the State of Florida (e.g., State Safety Box, Freight Connector Operational Quick Fixes, etc.) and federal funding associated with mobility and safety improvements (e.g., CRISI grant, RAISI grant, Highway Safety Improvement Program, Safe Routes to School), in addition to other local funding sources (e.g., Complete Streets and Localized Initiatives, County Incentive Grant Program, etc.).

Pursuant to an economic evaluation of the improvements using benefit-cost and net present value analysis for safety projects, federal funding could be secured, typically through FDOT Central Office (CO) coordination. While the potential for an infrastructure package at the federal level could be changed under the new administration, the existing RIF and other funding sources provide a dedicated local funding source to the County that can be leveraged to develop projects through the traffic engineering study, review, and design phases, and can also utilize other sources, including federal and state to implement feasible, shovel-ready projects into the community to provide economic stimulus.

The CTS Team's extensive experience and working knowledge of financial horizons, including FDOT's Work Program, the Miami-Dade Transportation Planning Organization (TPO)'s Transportation Improvement Program and Unified Planning Work Program, and local transportation capital improvement plans, will ensure that City's investments in transportation infrastructure are leveraged to the fullest by strategically combining available funding sources from all levels.

Phase II - PD&E Study

Key objectives of this phase include:

- Developing alternatives that improve mobility and safety
- Avoiding/minimizing impacts to adjacent residents, business, and environment
- Potential Section 4(f) process
- Developing efficient Maintenance of Traffic (MOT) plans
- Establishing accurate construction cost estimates

During the PD&E study, CTS will evaluate and mitigate potential environmental impacts associated with the proposed Texas U-Turn under the NE 163rd St Bridge. During this phase we will provide a comprehensive analysis of how the proposed project might affect local ecosystems, water quality, air quality, wildlife habitats, and cultural or historical resources. Environmental specialists conduct desktop and field studies to assess potential impacts, such as wetland disruptions, noise pollution, and effects on endangered species. Based on the analyses, mitigation strategies will be developed to minimize adverse impacts, which may include redesigning project elements, implementing protective measures, or providing compensation for lost environmental resources. We will ensure compliance with federal and state environmental regulations, including the National Environmental Policy Act (NEPA), and aims to achieve a balance between infrastructure development and environmental stewardship.

Public involvement will be continued from the phase 1 feasibility study and will expand on opportunities for stakeholders to provide feedback throughout the process. This ensures that the project aligns with both state and local goals while minimizing negative environmental and social consequences.

During the alternatives analysis we will assess various aspects of the project, including roadway design,

structural elements, traffic flow, drainage systems, and utility impacts. We will identify potential impacts to existing infrastructure and determine necessary modifications or improvements to meet the study's purpose and need. Detailed analyses will be conducted and compared to the no-build alternative. The preferred alternative will be selected based on engineering criteria, environmental impacts, cost estimates, and public input. This phase culminates in the development of preliminary design plans that guide the subsequent steps toward final design and construction.

CTS will develop, evaluate, select, and document a preferred alternative that meets the project's Purpose and Need. This approach balances environmental and Build scenario impacts, garners community support, and secures the Location and Design Concept Acceptance (LDCA). Our streamlined process will fast-track the feasibility and PD&E phases by minimizing impacts, expediting the development of NEPA documentation, and reducing FDOT CO and District 6 reviews through concise and high-quality deliverables.

Schedule

Given the potential environmental impact on wetlands (mangrove swamps), a Type 2 Categorical Exclusion (Type 2 CE) is anticipated to be the project's Class of Action. A 30-month schedule is proposed, and CTS will remain responsive and committed to adhering to the established timeline.

Risk Management

Subsurface conditions, utilities, and structural features are potential risks that could jeopardize the roadway improvement project. CTS will apply a comprehensive risk management process to identify, mitigate, and provide reasonable avoidance solutions.

Documentation

PD&E documentation offers a transparent record of the conceptual alternative analysis and decision-making process, which is crucial for obtaining LDCA and addressing potential challenges. CTS will prepare the Type 2 CE environmental documents, Preliminary Engineering Report, and all supporting materials in alignment with the FDOT PD&E Manual. These documents will be uploaded to FDOT's StateWide Environmental Project Tracker (SWEPT), a web-based tool for managing environmental documents of projects.

Quality Assurance/Quality Control

Quality is a cornerstone of CTS's work products and services. Meeting or exceeding industry standards and client expectations is our top priority. Our QA/QC plan integrates all relevant FDOT PD&E QC plans and checklists. This detailed approach ensures consistency across all deliverables, with an experienced team of QC reviewers from various disciplines operating under the leadership of the QC Manager.

Local Agency Program (LAP)

Upon completing the Feasibility Study, the City will assess the potential acquisition of Federal Local Agency Program (LAP) funds through FDOT/FHWA to initiate the PD&E process. As a certified LAP agency with FDOT, the City must ensure that Federal funds are programmed for subsequent phases, including design and construction, if the decision to proceed with LAP funding is made. Additionally, establishing an Interlocal Agreement between the City and FDOT will be a prerequisite for moving forward.

Efficient Transportation Decision Making (ETDM) represents a critical early-stage component of the PD&E study, as the process cannot commence without the Agreement in place. The ETDM process, utilized by FDOT, evaluates transportation projects for potential environmental impacts, enabling agencies to provide early input, engage in coordinated efforts, and address environmental considerations proactively. This approach facilitates the early identification of potential project effects and informs the development of project scopes as they advance into

the Project Development and Environment (PD&E) phase. Early coordination with FDOT is essential to ensure a smooth transition into the PD&E phase.

We are currently working on two FDOT LAP projects in Districts 4 and 6. One project involves the City of Fort Lauderdale and includes the replacement of three bridges, while the other is with Miami-Dade County, involving the replacement of a bridge located within Matheson Hammock Park. Our extensive experience and lessons learned from these projects—and others—position us to effectively assist the City in this initiative. We bring a deep familiarity with NEPA regulations and the FDOT PD&E process, ensuring expertise and efficiency throughout.

Methodology

Overview

The early identification of critical issues, constraints, and resource impacts is pivotal to guiding the concept development and refinement process. Following data collection, evaluation criteria and constraints will be defined, serving as the foundation for developing alternatives. Viable alternatives will be identified by avoiding or minimizing impacts, accompanied by a comprehensive assessment of their respective pros and cons.

Comprehensive Feasibility Study

The feasibility study is to assess the viability and potential benefits of implementing a Texas U-turn at NE 163rd Street and NE 35th Avenue to alleviate traffic congestion caused by the current eastbound left-turn configuration. The proposed project involves constructing a Texas U-turn lane beneath the Intracoastal Waterway (ICW) bridge to redirect eastbound left-turn traffic onto the westbound frontage road north of NE 163rd Street. This study will examine the concept from traffic, engineering design, environmental and social impacts, land use and property impacts, and cost perspectives to determine whether the project should advance to the PD&E phase.

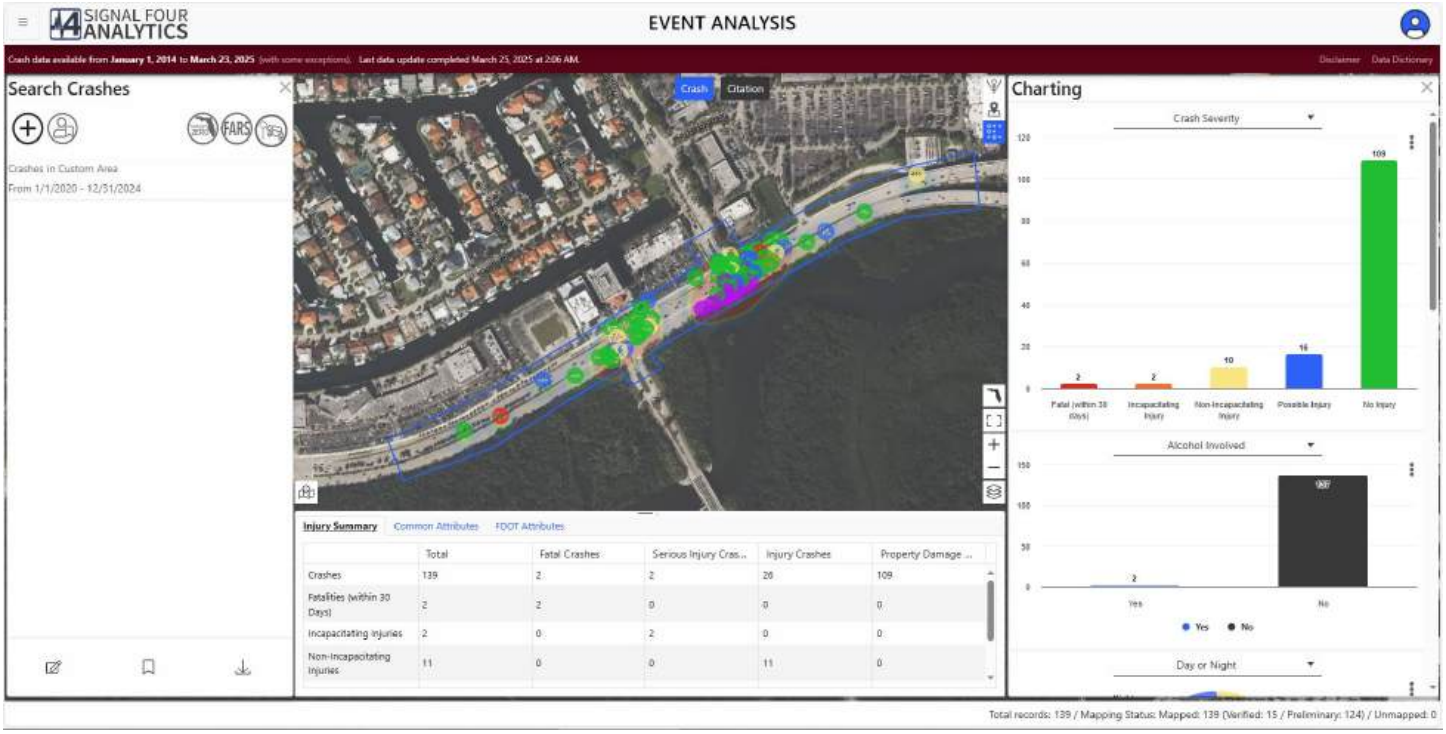
A new signalized intersection has been proposed 300 feet east of the NE 35th Avenue intersection to enhance access to the Intracoastal Mall development. This proposal has been approved by the Access Management Review Committee (ARMC) of FDOT District 6. The introduction of this signalized intersection may offer comparable relief at the NE 35th Avenue intersection. This consideration will be incorporated into the feasibility study for the Texas U-Turn.

Traffic Conditions: In 2023, NE 163rd Street west of NE 35th Avenue reported an Annual Average Daily Traffic (AADT) of 67,500 vehicles, while NE 35th Avenue recorded an AADT of 9,100 vehicles, and NE 163rd Street east of NE 35th Avenue had an AADT of 46,000 vehicles. Future traffic projections for the Design Year 2050 will be developed based on historical trends and validated against the latest Southeast Florida Regional Planning Model (SERPM) to adjust final forecasts as needed. Traffic analysis for AM and PM peak periods will be conducted for existing (2025), opening year (2030), and design year (2050) scenarios using Synchro/SimTraffic to confirm the Purpose and Need of the intersection improvement project.

Preliminary traffic analysis, based on historical trends and SERPM forecasts, indicates a slow yet consistent growth in traffic, with an annual growth rate of less than 1% projected for future years within the study area. As a result, eastbound left-turn traffic at NE 35th Avenue is expected to deteriorate during peak periods. Implementing a Texas U-turn emerges as a potentially viable solution to address the project's Purpose and Need. We understand that there might be changes in the plan for the Intracoastal Mall. During the study, we will closely coordinate with the City and developer to ensure the latest future development socioeconomic data being used for the SERPM forecasting. In addition, we will follow the City of North Miami Beach's form-

based zoning code (Zoning and Land Development Code) and Comprehensive Plan (Comp Plan) to obtain City's approval before finalizing the future land use and socioeconomic data assumption before forecasting.

Safety Evaluation: Safety will be analyzed using data from the Crash Analysis Reporting System, supplemented with Signal4Analytics and procedures from the Highway Safety Manual. Signal4Analytics crash data for the most recent five years (2020–2024) within the study area reveals a total of 139 crashes. Of these, the majority—55 incidents—were rear-end collisions, followed by 30 sideswipes and 10 left-turn crashes, including 2 fatal incidents. Predictive safety benefit-cost ratios for the proposed improvements will also be calculated. Safety mitigation efforts that will be evaluated include clear and effective signing, lighting, and pavement markings.



Engineering Design: CTS will review the as-built roadway engineering plans and account for local soil and hydrologic conditions during the feasibility and conceptual design phases. The preliminary design concept of the Texas U-Turn will adhere to the FDOT Design Manual (FDM) standards, including criteria such as design speed, context classification, typical section, design vehicle, and horizontal/vertical alignment. High-level right-of-way (ROW) requirements will be estimated based on the proposed improvement concept. The intent of the feasibility study will assess the viability and potential impacts of the proposed Texas U-Turn and will identify any fatal flaws. Several key engineering considerations include: 1) ensuring turning radii accommodate the largest

design vehicle likely to use the road; 2) acceleration/deacceleration lengths to ensure vehicles can transition safely and efficiently transition from SR 826 to the Texas U-Turn; 3) ensuring minimum vertical clearance of 16'-6" is met under the bridge; and 4) minimize or avoid utility impacts, specifically with the FPL substation.

Environmental Assessment: We will conduct a desktop review of GIS and other databases to identify potential protected resources (e.g., wetlands, listed wildlife species, and upland trees) and assess potential impacts within or near the subject site. The following databases will be reviewed:

- FDOT ETDM/EST
- Florida Department of Environmental Protection (FDEP) Florida Land Use and Cover Classification System (FLUCCS) GIS database
- United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) GIS soils database
- U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) GIS database
- Florida Natural Areas Inventory (FNAI) Biodiversity Matrix tool
- USFWS Information, Planning, and Consultation tool (IPaC)

Initial desktop reviews using GIS databases and aerial evaluations will provide a cost-effective planning-level assessment of wetlands, waterbodies, wildlife, and potential contamination concerns, facilitating a more targeted and comprehensive field survey as needed. Following the desktop review, we will visit the site to verify the presence and extent of protected resources. The limits of jurisdictional wetlands will be estimated based on GIS wetlands data and supplemented with limited ground truthing. A report summarizing the findings from the natural resources assessment will be prepared, including:

- Photographs from the site visit
- Figures illustrating GIS database reviews
- Quantitative and qualitative assessments of identified protected resources (e.g., wetlands, protected upland trees, listed wildlife species)
- A summary of anticipated permits
- A summary of potential contamination identified using FDEP's Contamination Locator Map
- Mitigation requirement estimates (including costs) for unavoidable wetland impacts

If the project progresses to the PD&E phase, further coordination with permitting agencies will be conducted to address potential impacts and mitigation strategies.

Coordination: Monthly progress meetings will be held to update the City on project status and outline next steps. Coordination with FDOT District 6 and the Miami-Dade TPO will ensure the project maintains federal funding eligibility and inclusion in the TPO's Long Range Transportation Plan (LRTP).

Project Cost: A Long Range Estimate (LRE) for construction costs will be prepared for the proposed concepts. Estimates for other phases, such as PD&E, design, and Construction Engineering Inspection (CEI), will be derived using a rule-of-thumb percentage of construction costs based on project scale. Comprehensive cost calculations, including utility impacts, ROW needs, and environmental mitigation, will be used to provide an order-of-magnitude cost estimate for the City.

Benefit-Cost Ratio: To assess whether a transportation improvement project is a worthwhile investment, a Benefit-Cost Ratio (BCR) is calculated. This metric is derived by dividing the total project benefits (expressed in monetary terms) by the total project costs (also expressed in monetary terms). A BCR of 1 or greater indicates a potentially viable project.

The total project benefits resulting from the proposed improvement are estimated through the inclusion of:

- Traffic operation benefits, which account for drivers' Value-of-Time derived from reduced delays, and
- Safety benefits, which consider the expected reduction in crashes.

The total project costs encompass a range of components, including:

- Design expenses,
- Right-of-Way (ROW) acquisition,
- Construction,
- Engineering and Inspection (CEI) cost,
- Environmental mitigation efforts, and other associated expenditures.

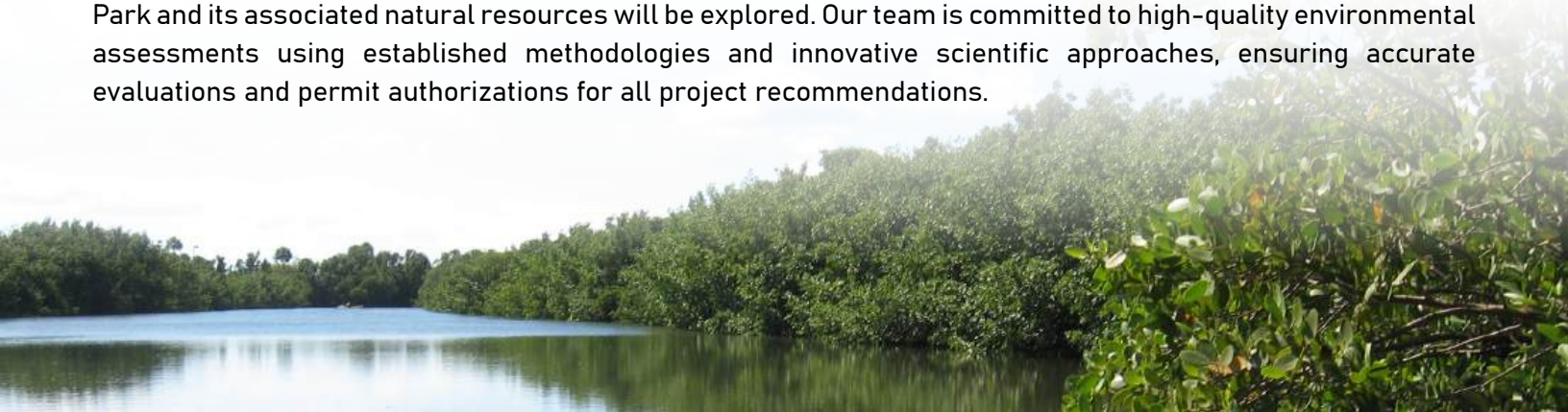
Environmental Impact Assessment

The project area is bordered by commercial properties to the north, including the Intracoastal Mall and a major utility substation, and mangrove wetlands to the south within Oleta River State Park. This park is a Section 4(f) resource, an Aquatic Preserve, and classified as Outstanding Florida Water (OFW). This project requires careful consideration of sensitive and diverse aquatic and terrestrial habitats, home to many federal and state-listed threatened and endangered species. The project falls within the consultation area for several protected species, including the Florida bonneted bat (FBB), American crocodile, Atlantic coast plants, Florida manatee, and piping plover. Additionally, various wading birds and the eastern indigo snake may inhabit the area. The Oleta River serves as critical habitat for the Florida manatee. Essential Fish Habitat (EFH) is present within the project area for species such as corals, the snapper-grouper complex, and spiny lobster. Bridge projects often intersect with these species and habitats, necessitating thorough NEPA consultation. A potentially contaminated site is also located adjacent to the project area.

To address these environmental concerns, we will perform an Environmental Impact Assessment (EIA) in accordance with the FDOT PD&E Manual, as applicable. A key focus of this study will be to develop project alternatives that avoid impacts to Oleta River State Park, a highly significant resource. Coordination with the Florida Department of Environmental Protection (FDEP) Division of Recreation and Parks will be undertaken to explore potential alternatives and address their concerns, ensuring compliance with the Section 4(f) process.

EIA plays a critical role in developing feasible intersection improvements. The CTS Team has extensive experience collaborating with State, County, and Municipal clients across Southeast Florida, ensuring efficient coordination in the permitting process with regulatory agencies such as FDEP, South Florida Water Management District (SFWMD), FWC, FDOT, US Army Corps of Engineers (USACE), USFWS, and National Marine Fisheries Service (NMFS).

Using findings from the feasibility study, we will conduct field reviews that include wetland delineations and general species surveys. The EIA will evaluate wetlands, species and habitats, noise impacts, socioeconomic considerations, and potential mitigation measures. All viable measures to avoid impacts to Oleta River State Park and its associated natural resources will be explored. Our team is committed to high-quality environmental assessments using established methodologies and innovative scientific approaches, ensuring accurate evaluations and permit authorizations for all project recommendations.



Stakeholder Engagement

We recognize that community support is vital to the success of this project. To foster this support, we have developed a comprehensive Public Engagement Plan that ensure meaningful stakeholder participation and promising project outcomes. By prioritizing early and consistent engagement with sensitive populations, local businesses, industries, and agency stakeholders, we aim to identify concerns and perspectives regarding improvement needs.

Our approach combines traditional public involvement methods with innovative online tools, ensuring effective community input while clearly communicating the benefits of the proposed Texas U-Turn. Foundational to the proposed approach is building strong, trusting relationships with key stakeholders along the corridor, and understanding that these relationships begin by listening to stakeholders' needs. Some strategies that our Team will employ to foster dialogue include: Individual meetings with elected officials; small working group meetings with key community members (charrettes); participation in select community events to help market the project goals and encourage participation; discussions with advocacy and interest groups; targeted community surveys (online and in person); providing opportunities to hear from part-time residents and frequent visitors; strategic use of social and traditional media messaging; and visualization tools to help explain different alternatives. Larger community engagement tools will include community workshops, social media outreach, and traveling engagement stations that can be used to invite participation by attendees at community events or local gathering places. All engagement activities will have virtual components to provide as much flexibility for participation as possible. Additionally, we propose utilizing 3D rendering to provide stakeholders with realistic visualizations of the planned improvements from various perspectives.

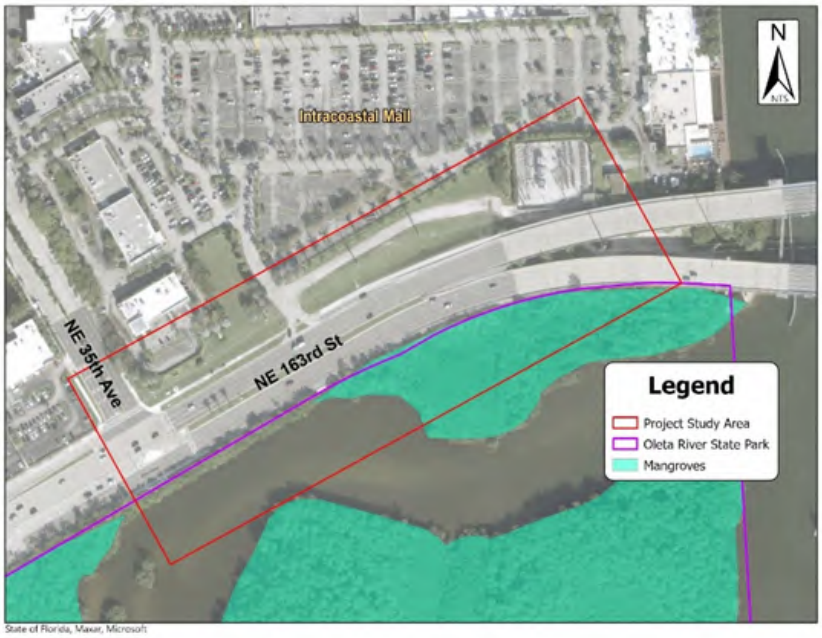
Collaboration is at the core of our strategy. We will work closely with all stakeholders and communities, including the City of North Miami Beach, FDOT District 6, Miami-Dade TPO, Miami-Dade County, and the businesses and residents of Eastern Shores.

Regulatory and Permitting Compliance

Upon completion of the Environmental Impact Assessment (EIA), and after determining environmental impacts and incorporating minimization measures, we will engage with regulatory agencies to secure the anticipated environmental permits necessary for the proposed project.

- U.S. Army Corps of Engineers (USACE) Section 404 Dredge/Fill Permit
- South Florida Water Management District (SFWMD) Environmental Resources Permit (ERP)
- Miami-Dade County Department of Regulatory and Economic Resources Diversion of Envi-ronmental Management (RER-DERM) Class I Permit

Given the potential impacts to protected mangrove wetlands and wildlife habitat, each agency will require an "alternatives



analysis" to explore possible project configurations and/or construction measures that avoid and minimize wetland impacts. If unavoidable wetland impacts are identified, mitigation will be necessary to address those impacts. Potential mitigation strategies include the enhancement or restoration of on-site wetlands outside the proposed project footprint, the purchase of mangrove credits from a wetland mitigation bank (e.g., FPL Everglades Phase II Mitigation Bank), or contributing to the Biscayne Bay Recovery Fund.

Preliminary Engineering Assessments

NE 163rd Street (SR 826) functions as an 8-lane principal arterial, while NE 35th Avenue serves as a 4-lane minor collector and NE 34th Avenue as a 2-lane local road. The study area is situated in an urban context, with residential and commercial developments being the primary land uses. The two intersections at NE 34th Avenue and NE 35th Avenue are separated by just 450 feet, creating challenges in traffic operations and posing safety risks.

To secure LDCA approval, it is essential to include project location, physical features, and potential impacts. Our approach involves developing a preferred concept for the Texas U-Turn, designed to complement existing and planned transportation improvements. This concept will aim to establish a resilient network that addresses the area's evolving needs.

We will leverage our collaboration with the FDOT District 6 PLEMO team to confirm operational improvement requirements and formulate a concept that supports local circulation. Improvement options will also account for the influence of extensive recreational, shopping, and business activities, utility infrastructure, wetland systems, and neighborhoods like Eastern Shores.

Structures: A review of recent bridge inspection reports will be conducted to verify key features of the existing overpass, including piers, height, design speed, and other factors critical to the design geom-etry of the proposed concept.

The proposed Texas U-Turn movement involves creating a new right-hand exit from NE 163rd Street. This exit will traverse a section of Oleta River State Park and pass underneath the existing NE 163rd Street bridge, near its western abutment over the Intracoastal Waterway. Initial as-sessments of the NE 163rd Street bridge indicate that modifications to the spill-through abut-ment may be necessary. These changes are likely to include reconfiguring the structure by re-placing fill slopes with cut-back retaining walls, ensuring sufficient horizontal clearance for the roadway alignment through Span 1 while maintaining abutment stability. Additionally, a survey will be conducted to verify the available vertical clearance beneath Span 1.

Structural evaluations will be required for the Pier 1 substructure columns to determine whether pier protection barriers are necessary. When planning the construction of a Texas U-turn be-neath a state road bridge, it's crucial to assess the structural impacts to ensure the safety and longevity of both the existing bridge and the new U-turn facility. We will evaluate the following key considerations:

- Structural Load Assessment: Analyze the impact of additional loads from vehicles and con-struction equipment on the existing bridge. Ensure the load distribution does not compro-mise structural integrity.
- Geometric Design Compatibility: Maintain adequate vertical and horizontal clearances to avoid conflicts with the bridge's superstructure and substructure. Design the U-turn's align-ment and curvature for safe vehicle maneuvering while minimizing structural modifications.
- Foundation and Substructure Analysis: Assess soil conditions and their interaction with the bridge and U-turn supports to prevent differential settlement or instability. If new or modified piles are required, evaluate their load-bearing capacity.
- Seismic Considerations: Determine how the U-turn affects the bridge's seismic response, ensuring both structures can withstand seismic events without significant damage.

» Construction Impact Mitigation: Develop a construction plan that maintains safe access for workers and the public while minimizing traffic disruptions.

Several alternatives for the proposed U-turn alignment will also be evaluated, particularly for the segment intersecting Oleta River State Park and its adjacent wetland areas. To minimize im-pacts on wetland environments and Federal Section 4(f) lands, the design will likely incorporate a combination of retaining wall-supported embankments and short-span, pile-supported bridges.

Geotech: CTS team possess extensive knowledge with subsurface conditions in Miami-Dade County, including projects such as NE 151st St/Bay Vista Blvd Improvements, Samson Oceanfront Park, and the Broad Causeway Bridge Replacement PD&E. Based on our experience and Miami-Dade County Soil Survey Reports, the anticipated subsurface conditions along the alignment include:

» Predominantly fine to coarse sand with trace to some limerock fragments, underlain by sandy limestone. Potential organic soils (A-8, Key Largo Muck) within the upper 6 feet east of NE 163rd Street and in areas not demucked during original construction.

» A shallow water table influenced by adjacent Intracoastal canal levels. Based on historical data (2000–2009), the seasonal high-water elevation is estimated at 0 ft NAVD88, approximately 4 feet below natural ground based on U.S. Topographic North Miami Quadrangle maps.

Through a review of project information and our experience with similar undertakings, the key geotechnical considerations for this project include:

» Unsuitable Soils – Organic soils (A-8) may be present in undemucked areas, though not expected throughout the entire alignment. If encountered, muck soils will be delineated per FDOT Standard Plans Index 120-002. Where removal is impractical, alternative stabilization methods, such as geosynthetics, will be evaluated.

» Maintenance of Traffic (MOT) – Field exploration challenges include underground utility locations and coordination of drilling activities with multiple stakeholders. This could be addressed by prioritizing critical path activities, such as lane closure requests, close coordination with local agencies and utility companies, and on-site meetings with utility companies to accelerate utility clearance.

Drainage: CTS will develop and review proposed design alternatives to assess flood risks and address the stormwater management needs of each option. As part of this process, CTS will confirm the receiving water body and evaluate the additional runoff generated by each design. Based on these findings, stormwater management strategies will be analyzed to identify feasible solutions that meet all water quantity and water quality requirements set by the relevant permitting agencies.

The permitting agencies with jurisdiction over the project area will be identified, along with the criteria the project must comply with. CTS has already identified two active South Florida Water Management District permits within the proposed design area: Permit #82-00110-S and Permit #13-102678-P.

Depending on the layout of the proposed design alternatives, additional permitting may be required from agencies such as the United States Army Corps of Engineers, South Florida Water Management District, United States Coast Guard, Miami-Dade Department of Environmental Resources Management, and others.

Utilities: Utility coordination will identify all Utility Agency Owners (UAOs) within the study area and document the exact location, type, size, and material of their utility facilities. A recent Sunshine 811 ticket identified sixteen utility owners within the project limits, including six cable/fiber providers, three electric utilities, one gas company, two traffic signal/lighting agencies, and four water/sewer service providers. While traffic signal and lighting coordination will be addressed during the final plans phase, all other utilities will require attention

during the utility assessment.

Although this project is not technically a PD&E, we recommend following a process similar to the one outlined in Part 2, Chapter 21 of the FDOT PD&E Manual. Key steps will include the development of a Utilities Request Package, utility coordination, and the preparation of a Utility Assessment Package.

Key components of the Utility Assessment Package will include:

- Aerials/plan set with all UAOs
- Description of all utilities
- Mitigation/avoidance discussion
- Cost/timeframes for relocations (R/W cost / discussion as needed)
- Potential UWHC discussion
- Description of UAO easement encroachment and any subordinations

It is essential to recognize that utility conflicts may significantly impact the selection of the preferred alternative and play a major role in determining whether the project progresses into the PD&E phase. Early and continuous coordination among CTS, the city, and UAOs is crucial to accurately plan for the costs and time required for utility conflict resolution and relocations. Throughout the study, a focus on coordination, cooperation, and communication will help eliminate, minimize, or mitigate utility-related issues.

A preliminary cost estimate, including potentially reimbursable utilities, will be prepared alongside strategies to mitigate utility conflicts. For example, efforts will be made to minimize or avoid impacts to the power substation located east of NE 35th Avenue and north of NE 163rd Street, as well as the distribution line running parallel to NE 163rd Street. Additionally, special consideration will be given to the FP&L subaqueous facilities, which are challenging to locate with precision, costly, and time-consuming to relocate. Wherever possible, these facilities will be avoided.

Refined Cost Estimation: Accurate cost estimates are crucial for effective financial planning and work programming. At key project milestones, we will develop and update LRE costs, supported by detailed diagrams and spreadsheets to facilitate the creation of ROW cost estimates.

Section 3

Past Performance (30 Points)

References

	Project Name	Client
1	General Planning Consultant	Miami-Dade County TPO
2	Continuing Services for Transit and Multimodal Support	FDOT District 4
3	Freight Analysis Study for the Town of Medley	FDOT District 6

1 General Planning Consultant

Miami-Dade County

Scope

CTS Engineering assisted the Miami-Dade TPO in multipole tasks including the following services: traffic data collection; traffic analysis, simulation, travel demand modeling, LOS and capacity analysis, transit ridership, forecasting, planning and feasibility studies, grant management, traffic impact analysis, traffic and transportation design, cost estimates, traffic analysis, and review of development.

Project Owner and Contact Information

Miami-Dade County TPO
Jeannine Gaslone
Chief - Mobility Management & Implementation
(305) 375-1739
jeannine.gaslonde@miamidade.gov

Dates of Service

2020-2026

Dollar Amount of Contract

$1 Million

2 Continuing Services for Transit and Multimodal Support

FDOT District 4

Scope

CTS Engineering, Inc. served as the Prime Consultant for this multi-year contract providing comprehensive transit and multimodal planning, engineering, and program development services throughout FDOT District Four. The scope included supporting transit facility enhancements, premium transit planning, infrastructure prioritization, and grant administration across urban and suburban communities in Southeast Florida.

Key services delivered under this contract included:

- **Transit Infrastructure Planning and Design:** CTS led concept development for various park-and-ride facilities, queue jumpers, and transit priority signals—including Broward County's first transit signal priority system at SR-7 and Prospect Road.
- **Project Prioritization and Programming:** The team evaluated and ranked 76 bus shelter improvement requests from Broward County Transit, providing cost estimates and identifying opportunities to integrate these enhancements into existing FDOT work program projects.
- **Regional Railroad Safety Study:** CTS spearheaded a regional analysis of more than 30 at-grade rail crossings in Broward County to support future grade separation planning and safety improvements.
- **Multimodal and Transit Planning Support:** Services included transit demand modeling, Transit Development Plan (TDP) reviews, and development of financial and capital improvement plans for agencies in the Treasure Coast region.
- **Grant Support and Regulatory Coordination:** CTS assisted FDOT with federal and state grant applications (FTA, FRA, FHWA), safety and security compliance, and asset inventory for transit and rail systems.

Through this contract, CTS played a vital role in advancing multimodal and transit infrastructure initiatives across the region, helping FDOT District Four and its partners plan for a safer, more efficient, and connected transportation network.

Project Owner and Contact Information

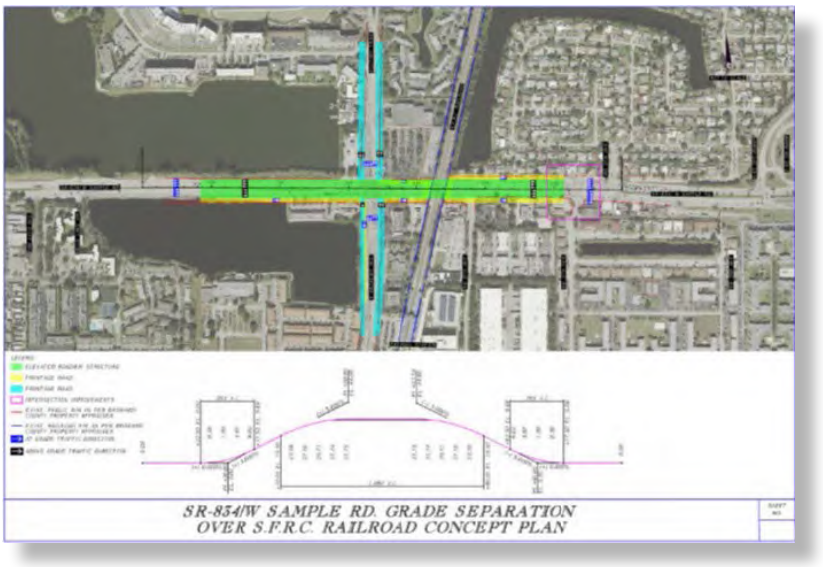
Gregor Senger, Project Manager
Gregor.Senger@dot.state.fl.us
(954) 777-4141

Dates of Service

2018-2023

Dollar Amount of Contract

$5 Million



2 Freight Analysis Study for the Town of Medley

FDOT District 6

Scope

This study focused on the Town of Medley and its surrounding areas, accounting for key regional freight assets such as the FEC Hialeah Yard, Miami International Airport, anticipated impacts from PortMiami's upgrades, the Intermodal Facility, and the FEC rail restoration. It also considered projected growth in South Florida and aimed to identify alternatives to enhance the efficient movement of goods and support economic competitiveness through a comprehensive Freight Analysis Study.

Project Owner and Contact Information

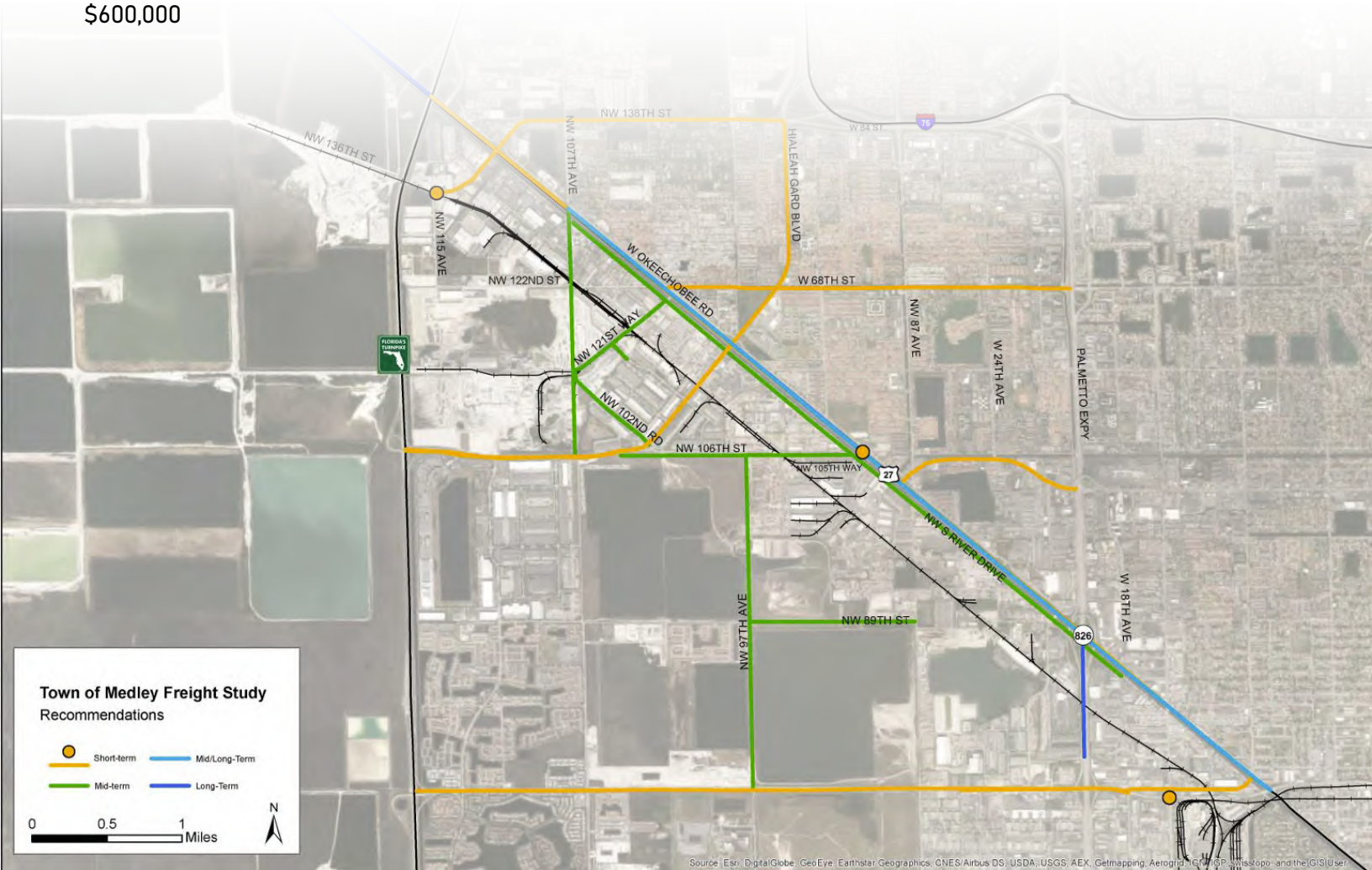
Carlos Castro, Project Manager
carlos.castro@dot.state.fl.us
(954) 777-4499

Dates of Service

2014-2016

Dollar Amount of Contract

$600,000



Additional Related Experience

Intracoastal Mall Preliminary Transportation & Environmental Assessment

The Intracoastal Mall Preliminary Transportation and Environmental Assessment, prepared by CTS Engineering, in February 2016, evaluated the anticipated traffic and environmental impacts of a proposed mixed-use redevelopment located at NE 163rd Street and NE 35th Avenue in the City of North Miami Beach. The project includes approximately 250,000 square feet of retail space and 2,000 residential units, with traffic operations and environmental considerations central to the analysis.

The report projected the development would generate approximately 2,702 net new daily trips, with significant impacts to the eastbound left-turn movements at the intersection of NE 163rd Street and NE 35th Avenue, expected to operate at Level of Service (LOS) F during future PM peak hours. To address this, three potential access alternatives were proposed, including a concept resembling a Texas U-turn to improve operational efficiency.

Key components of the study include:

- Comprehensive traffic data collection, including 72-hour counts and peak hour turning movements.
- Trip generation and distribution analysis using ITE methodologies, internal capture, and pass-by trip deductions.
- Operational analysis under existing and projected 2018 and 2023 conditions, with and without the development.
- Environmental screening, which evaluated potential impacts to wetlands, water quality, noise, air quality, wildlife habitat, and contaminated sites. Notably, parts of the study area are within Outstanding Florida Waters (OFW) and the Biscayne Bay Aquatic Preserve.

The report's findings support further evaluation and design development, aligning closely with the goals of the proposed Texas U-turn feasibility study defined in the City's Scope of Services. Its data and recommendations form a strong foundation for assessing the technical viability, traffic improvements, environmental constraints, and permitting challenges of the proposed U-turn configuration.

Additional Related Experience

CTS Engineering
Intracoastal Mall Transportation & Environmental Assessment, North Miami Beach, Miami-Dade County SR 429 Widening PD&E (I-4 to Seidel Road), Orange County Turnpike Widening PD&E (SR 408 to SR 50), Orange County Suncoast Parkway Widening PD&E (South of Van Dyke Rd to SR 52), Hillsborough & Pasco Counties Sawgrass Expressway Widening PD&E (US 441 to Powerline Road), Broward County SR 836 Bridge 7 over NW 12th Street (Cost Savings Initiative), Miami-Dade County I-395 PD&E Study – Miami-Dade County, FL I-95/SR-9 at Lantana Road Interchange PD&E Study, Palm Beach County, East-West Corridor Metrorail Extension PD&E – Miami-Dade County SR 968/Flagler Street Premium Transit PD&E Study – City of Miami, Miami-Dade County Card Sound Road PD&E Study, Monroe & Miami-Dade Counties SR 80/Southern Boulevard Bridge Replacement PD&E Study, Palm Beach County SR 9/I-95 PD&E Study (Hollywood Blvd Interchanges), Broward County Quail Roost Drive PD&E Study – Miami-Dade County SR 5/Overseas Highway Environmental Surveys, Monroe County
Chen Moore and Associates
NE 162nd Street Improvements, City of North Miami Beach NE 159th Street Traffic Study, City of North Miami Beach NE 12 Avenue & NE 155 Street Roundabout Design, City of North Miami Beach Miramar Complete Streets Phase III, City of Miramar Las Olas Blvd Complete Streets, City of Ft. Lauderdale General Environmental Services, FDOT District 4 I-95 and 45th Street Interchange PD&E Study In-house Environmental Support Services, FDOT District 4
AREHNA Engineering
Broad Causeway Drawbridge PD&E, Miami-Dade County I-395 PD&E Study, FDOT District 6 I-95/SR-9 at Lantana Road Interchange PD&E Study, FDOT District 4 Westshore Boulevard Complete Streets PD&E Study, Tampa, FL THEA Meridian Ultimate – Nebraska Avenue PD&E, Tampa, FL
CECOS
Matheson Hammock Bridge PD&E Study Perimeter Road Bridge PD&E Study East-West Corridor (SMART Plan) PD&E Study, Miami-Dade DTPW Cocoplum Bridge Replacement, Miami-Dade DTPW Palm Island Park Seawall, City of Miami Beach NW 191 Bridge Replacement, Miami-Dade DTPW Broad Causeway Environmental Permitting, Benthic Survey West Relief Bridge replacement & Artificial Reef Monitoring, Bay Harbor Island
H.E.R.S. Consulting
In-house Consultant Services, City of Pompano Beach Business and Resident Economic Growth Plan - City of Miami Gardens Hallandale Opportunity Project, City of Hallandale Beach General Obligation Bond Campaign City of Pompano Beach

Federal, State, and Local Compliance, Training, and Related Experience

CTS and its multidisciplinary team have extensive experience delivering transportation and infrastructure projects that meet federal, state, and local compliance requirements. Our team's collective expertise spans NEPA documentation, PD&E studies, environmental permitting, public involvement, and construction-phase compliance, ensuring that projects are planned and executed in full accordance with regulatory frameworks and industry standards.

CTS Engineering | CTS is highly experienced in PD&E studies requiring coordination with FDOT Districts 4 and 6, Miami-Dade TPO, and regional permitting agencies, including SFWMD and USACE. Our staff regularly applies FDOT's Project Development Process, ETDM procedures, and quality assurance protocols aligned with state and federal standards.

Chen Moore and Associates | CMA brings in-depth experience working within FDOT compliance frameworks and local permitting environments. CMA routinely leads coordination with local utility agencies and supports civil and roadway design elements that require conformance with municipal engineering standards, ADA compliance, drainage criteria, and environmental permitting requirements. Their team has successfully delivered projects across South Florida that required coordination with Miami-Dade County, municipal public works departments, and regulatory agencies for stormwater, right-of-way, and permitting approvals.

AREHNA Engineering | AREHNA is FDOT prequalified in multiple geotechnical and materials testing work groups and operates a fully accredited, FDOT- and AASHTO-approved laboratory. Their engineers are trained in FDOT design and construction compliance and have conducted geotechnical investigations for PD&E, bridge replacement, and complete streets projects, including permitting in sensitive soil and groundwater areas.

Cyriacks Environmental Consulting Services | CECOS brings over 20 years of experience in NEPA documentation, wetland and wildlife assessments, and permitting compliance. Their team has successfully navigated permitting and environmental review processes with USACE, FDEP, USCG, SFWMD, and local regulatory authorities for projects in sensitive environmental areas such as Outstanding Florida Waters and Aquatic Preserves.

H.E.R.S. Consulting | HERS leads public engagement efforts that comply with Title VI, ADA, and local outreach guidelines. Their team has supported government-led programs and infrastructure initiatives requiring clear documentation, public accessibility, and equitable engagement practices. Their experience ensures all stakeholder activities are fully compliant with state and local communication and transparency standards.

Training and Certifications

Team members across all firms maintain certifications and training in:

- FDOT PD&E Manual and NEPA compliance
- Advanced MOT, FDEP Erosion & Sediment Control, and Stormwater Management
- GIS and environmental data systems for regulatory reporting
- DBE/SBE and public procurement standards
- Utility coordination and conflict resolution in municipal and FDOT environments

Our team's combined compliance experience ensures the Texas U-turn Feasibility Study and similar projects are delivered with full attention to regulatory detail, permitting strategy, and agency coordination.

Current Workload and Commitment

CTS Engineering, Inc. is actively engaged in a diverse portfolio of transportation planning, PD&E, and transit infrastructure projects throughout South Florida, including continuing services contracts with FDOT Districts 4 and 6, Miami-Dade TPO, and several municipal and county agencies. Current assignments include general planning support, multimodal modeling, safety and lighting design, transit feasibility studies, and geotechnical and environmental evaluations for major corridor projects.

Despite our active workload shown on the following page, CTS is structured to maintain dedicated, project-specific teams for each assignment. This organizational model allows us to scale resources as needed without compromising the quality or timeliness of our deliverables. The team proposed for the Texas U-turn Feasibility Study is not only highly experienced, but also available and fully committed to supporting the City of North Miami Beach with responsive service, timely submittals, and focused technical leadership.

Furthermore, the staff assigned to this project includes several professionals who were part of the original Intracoastal Mall PD&E team, providing both continuity and immediate familiarity with the study corridor—eliminating the learning curve and enabling a fast project ramp-up. CTS's internal workload management tools, paired with proactive resource planning and weekly task reviews, ensure that this assignment will receive the focused attention and support it deserves.

Active / Completed Projects Within Past 5 Years	Client	Location	Start	End
Transit and Multimodal Development Continuing Services	FDOT District 4	Various	2018	2023
Transit and Rail Multimodal Development Continuing Services	FDOT District 4	Various	2022	Present
General Planning Contract for Transit Program Support	FDOT District 4	Various	2014	2019
Districtwide Park-N-Ride Facility Management	FDOT District 4 & 6	Dade/Broward	2020	Present
Districtwide PD&E Support	FDOT District 6	Miami-Dade	2017	2022
Districtwide SIS Program Development	FDOT District 4	Various	2016	2022
Districtwide Traffic Safety Consultant	FDOT District 6	Miami-Dade	2018	Present
District General Planning Support	FDOT District 6	Miami-Dade	2018	Present
General Planning Support for Traffic Forecasting and Analysis	FDOT District 4	Various	2021	2025
Multimodal Modeling Application and Support Contract	FDOT District 4	Various	2019	2022
General Engineering - Strategic Miami Area Rapid Transit (SMART) Plan	FDOT District 6	Miami-Dade	2018	Present
NW 19th Street Bicycle Lanes Design	FDOT District 4	Broward	2014	2019
Districtwide Pushbutton Safety Design	FDOT District 6	Miami-Dade	2014	2020
Districtwide Lighting Retrofits	FDOT District 6	Miami-Dade	2017	2021
Districtwide Pushbutton Design	FDOT District 4	Various	2021	Present
Districtwide Census Data Support for Long Range Transportation Update	FDOT District 4	Broward	2018	2022
Davie Park-N-Ride Expansion	FDOT District 4	Broward	2018	2019
Royal Palm Blvd Park-N-Ride	FDOT District 4	Broward	2018	2019
Port Miami Tunnel Feasibility Study	FDOT District 6	Miami-Dade	2017	2020
South Florida Commuter Services	FDOT District 4 & 6	Various	2018	Present
US-1 Indian River Transit Corridor Feasibility Study	FDOT District 4	Indian River	2018	2020
Districtwide General Planning Statistics Support	FDOT District 6	Miami-Dade	2016	2019
General Planning Consultant Services	Miami-Dade TPO	Miami-Dade	2018	Present
Districtwide Rail Consultant Services	FDOT District 6	Miami-Dade	2019	Present
General Engineering Support	Miami-Dade County DTPW	Miami-Dade	2021	Present
General Planning Consultant Services	Broward Transportation Dept.	Broward	2021	Present
Countywide Intersection Improvements for Prioritization Study	Broward County Traffic Engineering	Broward	2021	Present
Broadview Park Green Infrastructure Improvement Study	Broward County HBMD	Broward	2023	2024
Golden Glades Truck Travel Center	FDOT District 6	Miami-Dade	2022	Present
Consultant Services for Transit Surveys, Infrastructure, and Shelter Designs	Broward Transportation Dept.	Broward	2020	Present

Control of Schedule

CTS Engineering recognizes that maintaining an efficient and realistic schedule is vital to the success of the Texas U-turn Feasibility Study. This study will serve as the foundation for potential future design and implementation phases, and staying on schedule is critical to keeping those long-term goals on track.

At project kickoff, CTS will collaborate with the City to confirm milestone deadlines, deliverable expectations, and any time-sensitive elements—such as coordination with FDOT, school traffic patterns, public outreach windows, or grant-related deadlines. These factors will be used to develop a detailed project schedule, including internal QA/QC reviews and coordination windows for external agencies.

Our Project Manager, Dr. Rax Jung, P.E., Ph.D., will oversee schedule development and monitoring using CTS's internal tracking system. This system allows us to map out key activities, assign resources accordingly, and identify dependencies that affect the overall timeline. Critical path items such as traffic data collection, agency reviews, and stakeholder input will be flagged early and tracked closely.

The CTS team holds weekly internal coordination meetings to assess schedule progress, identify bottlenecks, and adjust resource allocations as needed. If any delays occur due to external factors or evolving project conditions, CTS will immediately notify the City and provide recovery strategies to minimize impact.

The project schedule will be updated regularly, with monthly reporting and deliverable reminders issued to keep the team and City staff aligned. Through this proactive and transparent approach, CTS is committed to delivering all study components on time while maintaining the flexibility needed to accommodate City priorities and stakeholder engagement.

Control of Budget

Effective budget control is essential to reducing risk, maintaining transparency, and delivering a successful outcome for the Texas U-turn Feasibility Study. This is a focused, single-assignment study with a defined scope, and CTS will manage the budget with precision and discipline to ensure all project elements are delivered within the authorized contract amount.

At project initiation, CTS will work closely with the City of North Miami Beach to confirm the approved scope of services and the corresponding fee structure. Dr. Jung will lead the coordination effort, ensuring that all tasks, team members, and subconsultants are aligned with the agreed budget. Each team member will be briefed on their assigned hours and cost responsibilities to prevent misunderstandings and overages.

CTS uses a proprietary internal budget tracking system to monitor expenditures in real time, compare them to projected allocations, and flag any variances. Budget performance is reviewed weekly by the project team and summarized monthly for reporting purposes. These internal reviews allow us to make adjustments early, if necessary, and to maintain open communication with the City throughout the project.

To ensure project continuity and avoid unnecessary costs from delays, CTS maintains internal staff redundancy and cross-trained personnel who can step in immediately in the event of staff turnover or unplanned absences. We are also proactive in documenting completed tasks and reconciling project expenditures to ensure efficient use of the overall contract budget. This organized and transparent budget management approach ensures that the project remains on target financially, while allowing the flexibility to respond to evolving needs, agency input, or stakeholder feedback.

CTS Engineering

Firm Licenses and Certifications

State of Florida
Department of State

I certify from the records of this office that CTS ENGINEERING, INC. is a corporation organized under the laws of the State of Florida, filed on October 8, 2009.

The document number of this corporation is P09000083589.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 3, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Third day of January, 2025

Secretary of State

Tracking Number: 0080014126CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

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LICENSEE DETAILS

11:42:56 AM 7/26/2023

Licensee Information

Name:	**CTS ENGINEERING, INC. (Primary Name)**
Main Address:	**3230 W COMMERCIAL BLVD SUITE 220 FORT LAUDERDALE Florida 33309**
County:	**BROWARD**

License Information

License Type:	**Engineering Business Registry**
Rank:	**Registry**
License Number:	**28935**
Status:	**Current**
Licensure Date:	**12/28/2009**
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

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View License Complaint

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our **Chapter 455** page to determine if you are affected by this change.

Florida UCP DBE Directory

Number of Records Returned: 1
Selection Criteria:
Vendor : CTS ENGINEERING INC

Vendor Name: CTS ENGINEERING INC
DBE Certification: CERTIFIED **MBE Certification:** Certified
DBA: **Former Name:**
Business Description: TRANSPORTATION PLANNING/TRAFFIC ENGINEERING/AND TRAFFIC DATA COLLECTION

Mailing AddressJ: 8095 NW 12TH ST STE 315
DORAL, FL 33126-

Contact Name: SHENG YANG **Phone:** (305) 599-8698 **Fax:** (305) 599-8692
Email: SYANG@CTSEINC.COM
ACDBE Status: N
Statewide Availability: N

Certified NAICS

541330	Engineering Services
541690	Other Scientific and Technical Consulting Services

State of Florida

Minority Business Certification

CTS Engineering, Inc

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

05/31/2024 to 05/31/2026

Pedro Allende
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 13, 2024

Sheng Yang, President
CTS ENGINEERING, INC.
3230 West Commercial Boulevard, Suite 220
Fort Lauderdale, Florida 33309

Dear Mr. Yang:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

2.0	Project Development and Environmental (PD&E) Studies
3.1	Minor Highway Design
3.2	Major Highway Design
3.3	Controlled Access Highway Design
6.1	Traffic Engineering Studies
6.2	Traffic Signal Timing
6.3.1	Intelligent Transportation Systems Analysis and Design
6.3.4	Intelligent Transportation Systems Software Development
7.1	Signing, Pavement Marking and Channelization
7.2	Lighting
7.3	Signalization
8.1	Control Surveying
8.2	Design, Right of Way & Construction Surveying
8.3	Photogrammetric Mapping
8.4	Right of Way Mapping
13.3	Policy Planning
13.4	Systems Planning
13.5	Subarea/Corridor Planning
13.6	Land Planning/Engineering
13.7	Transportation Statistics

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2025, for contracting purposes.

Approved Rates

Home Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Home Direct Expense	Field Direct Expense
180.85%*	132.32%*	1.344%*	Reimbursed	27.70%*	34.46%*^

^Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.
*For multi-year contracts, DOT has adjusted the overhead rates to mitigate the adverse impacts of Employee Retention Credit (ERC). For information on the adjusted overhead rates, contact the district Procurement Office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

January 28, 2025

CTS ENGINEERING, INC.
3230 WEST COMMERCIAL BOULEVARD, SUITE 220
FORT LAUDERDALE, FL 33309

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB8439

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2027.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB8439**
Expiration Date February 28, 2027

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

CTS ENGINEERING, INC.
3230 WEST COMMERCIAL BOULEVARD, SUITE 220
FORT LAUDERDALE, FL 33309

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Jan 03, 2025
Secretary of State
0080014126CC

DOCUMENT# P09000083589

Entity Name: CTS ENGINEERING, INC.

Current Principal Place of Business:

3230 WEST COMMERCIAL BLVD, SUITE 220
FORT LAUDERDALE, FL 33309

Current Mailing Address:

3230 WEST COMMERCIAL BLVD, SUITE 220
FORT LAUDERDALE, FL 33309 US

FEI Number: 27-1089334

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

YANG, SHENG
8095 NW 12 STREET
SUITE 301
DORAL, FL 33126 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	P	Title	D
Name	YANG, SHENG	Name	YANG, SHENG
Address	3230 WEST COMMERCIAL BLVD, SUITE 220	Address	3230 WEST COMMERCIAL BLVD, SUITE 220
City-State-Zip:	FORT LAUDERDALE FL 33309	City-State-Zip:	FORT LAUDERDALE FL 33309

Title	SURVEY MANAGER
Name	DOLL, PAUL E.
Address	3230 WEST COMMERCIAL BLVD, SUITE 220
City-State-Zip:	FORT LAUDERDALE FL 33309

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: SHENG YANG PRESIDENT 01/03/2025

Electronic Signature of Signing Officer/Director Detail — Date

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Enter project name and description
County: Enter name of county
FPN: 123456-7-89-10
FAP No.: 54321

Consult. Name: Enter name of consultant
Consult. No. enter consultants proj. number
Date: 7/3/2025
Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Senior Planner	Project Planner	Senior Engineering Technician	Engineering Technician	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$268.00	$255.00	$235.00	$215.00	$200.00	$215.00	$155.00	$120.00	$105.00	$0.00	$10.00	$0.00			
Project Description and Objectives	429	43	43	43	64	64	43	64	43	21	0	0	0	428	$85,684	$200.20
Public Involvement	614	61	61	61	92	92	61	92	61	31	0	0	0	612	$122,368	$199.95
Engineering Analyses and Considerations	1,575	158	158	158	236	236	158	236	158	79	0	0	0	1,577	$315,509	$200.07
Environmental Analysis and Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Environmental Document	77	8	8	8	12	12	8	12	8	4	0	0	0	80	$16,004	$200.05
Total Staff Hours	2,695	270	270	270	404	404	270	404	270	135	0	0	0	2,697		
Total Staff Cost		$72,360.00	$68,850.00	$63,450.00	$86,860.00	$80,800.00	$58,050.00	$62,620.00	$32,400.00	$14,175.00	$0.00	$0.00	$0.00		**$539,565.00**	**$200.06**

Check = $539,565.00

Survey Field Days by Subconsultant
4 - Person Crew:

Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.
3. Enter the rate for each classification in Row 9.

SALARY RELATED COSTS:				$539,565.00
OVERHEAD:	0.00%			$0.00
OPERATING MARGIN:	0.00%			$0.00
FCCM (Facilities Capital Cost Money):	0.00%			$0.00
EXPENSES:	0.00%			$0.00
SALARY RELATED SUBTOTAL:				**$539,565.00**
Survey (Field - if by Prime)	0.00	4-man crew day	$ - / day	$0.00
SUBTOTAL - PRIME				**$539,565.00**
Subconsultant: CMA				$31,050.01
Subconsultant: CECOS				$86,903.20
Subconsultant: HERS				$42,260.00
Subconsultant: Sub 4				$0.00
Subconsultant: Sub 5				$0.00
Subconsultant: Sub 6				$0.00
Subconsultant: Sub 7				$0.00
Subconsultant: Sub 8				$0.00
Subconsultant: Sub 9				$0.00
Subconsultant: Sub 10				$0.00
Subconsultant: Sub 11				$0.00
Subconsultant: Sub 12				$0.00
SUBTOTAL ESTIMATED FEE:				**$699,778.21**
Optional Services				$0.00
GRAND TOTAL ESTIMATED FEE:				**$699,778.21**

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Enter project name and description
County: Enter name of county
FPN: 123456-7-89-10
FAP No.: 54321

Consult. Name: Enter name of consultant
Consult. No. enter consultants proj. number
Date: 7/3/2025
Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Senior Planner	Project Planner	Senior Engineering Technician	Engineering Technician	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$268.00	$255.00	$235.00	$215.00	$200.00	$215.00	$155.00	$120.00	$105.00	$0.00	$10.00	$0.00			
Project Description and Objectives	524	52	52	52	79	79	52	79	52	26	0	0	0	523	$104,596	$199.99
Public Involvement	1,365	137	137	137	205	205	137	205	137	68	0	0	0	1,368	$273,731	$200.10
Engineering Analyses and Considerations	1,854	185	185	185	278	278	185	278	185	93	0	0	0	1,852	$370,430	$200.02
Environmental Analysis and Reports	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Environmental Document	42	4	4	4	6	6	4	6	4	2	0	0	0	40	$8,002	$200.05
Total Staff Hours	3,785	378	378	378	568	568	378	568	378	189	0	0	0	3,783		
Total Staff Cost		$101,304.00	$96,390.00	$88,830.00	$122,120.00	$113,600.00	$81,270.00	$88,040.00	$45,360.00	$19,845.00	$0.00	$0.00	$0.00		**$756,759.00**	**$200.04**

Check = $756,759.00

Survey Field Days by Subconsultant	
4 - Person Crew:	

Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.
3. Enter the rate for each classification in Row 9.

SALARY RELATED COSTS:				$756,759.00
OVERHEAD:		0.00%		$0.00
OPERATING MARGIN:		0.00%		$0.00
FCCM (Facilities Capital Cost Money):		0.00%		$0.00
EXPENSES:		0.00%		$0.00
SALARY RELATED SUBTOTAL:				**$756,759.00**
Survey (Field - if by Prime)	0.00	4-man crew day	$ - / day	$0.00
SUBTOTAL - PRIME				**$756,759.00**
Subconsultant: CMA				$69,509.94
Subconsultant: CECOS				$268,356.93
Subconsultant: HERS				$45,030.00
Subconsultant: AREHNA				$14,850.60
Subconsultant: Sub 5				$0.00
Subconsultant: Sub 6				$0.00
Subconsultant: Sub 7				$0.00
Subconsultant: Sub 8				$0.00
Subconsultant: Sub 9				$0.00
Subconsultant: Sub 10				$0.00
Subconsultant: Sub 11				$0.00
Subconsultant: Sub 12				$0.00
SUBTOTAL ESTIMATED FEE:				**$1,154,506.47**
Optional Services				$0.00
GRAND TOTAL ESTIMATED FEE:				**$1,154,506.47**

RESOLUTION NO. R2025-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE SINGLE QUALIFIED RESPONSIVE AND RESPONSIBLE RESPONDENT TO REQUEST FOR PROPOSALS RFP-2025-018 ENGINEERING CONSULTING SERVICES FOR TEXAS U-TURN ROADWAY PROJECT; AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CTS ENGINEERING, INC., AND, IF NEGOTIATIONS ARE UNSUCCESSFUL, TO RESOLICIT THE PROJECT.

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 March 3, 2025, the City issued Request for Proposals ("RFP") RFP-2025-018 - Engineering Consulting Services for Texas U-Turn Roadway Project ("Texas U-Turn"), to conduct a comprehensive feasibility study analyzing the environmental, technical, and financial aspects to determine the project's viability; and

WHEREAS, electronic notices were posted on the city's website and OpenGov.com, and distributed to over 33,800 potential, local and national firms; and

WHEREAS, on April 10, 2025, one (1) response to the solicitation was received from CTS Engineering, Inc. ("CTS"); and

WHEREAS, the City Manager established an Evaluation Committee comprised of representatives from the Eastern Shores Property Owners Association, City of North Miami Beach Capital Improvement Program and Community Development Department; and

WHEREAS, the Procurement Management Department conducted an administrative review of the submission and deemed the submission responsive. On May 28, 2025, at a publicly advertised meeting, the Evaluation Committee submitted an initial scoring of the response. The Evaluation Committee conducted a public discussion regarding the established evaluation criteria, including but not limited to: Qualification of Professional Personnel, Project Approach & Understanding, and Past Performance; and

WHEREAS, CTS Engineering, Inc. submitted the financial proposal, outlining the level of effort for a two (2) phase approached: Feasibility Study estimated at $700,000 and the Project Development and Environment (PD&E) Study estimated at $1,200,000; and

WHEREAS, the City Manager conducted his own due diligence and concurs with the recommendation of the Evaluation Committee, and the Procurement Management Department to negotiate an agreement with the sole, qualified respondent, CTS Engineering, Inc., and, if negotiations are unsuccessful, to resolicit the project; and

WHEREAS, the Mayor and City Commission find it to be in the best interests of the City to accept authorize the City Manager to negotiate an agreement with the sole, qualified respondent, CTS Engineering, Inc. and if negotiations are unsuccessful, to resolicit the project; and

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 CTS Engineering, Inc. as the sole, qualified respondent to RFP 2025-018 for Engineering Consulting Services for the Texas U-Turn Roadway Project.

Section 3. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution, including negotiate an agreement with the sole, qualified respondent, and, expenditure of funds in accordance with the approved budget, if negotiations are unsuccessful, to resolicit the project.

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

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

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

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

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

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:	July 15, 2025

RE: Appointing Commissioner Daniela Jean as Vice Mayor effective September 1, 2025 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND ANALYSIS: The Vice-Mayor shall be elected by a majority of the Commission to serve for a term of four (4) months.

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

Appointments
13.2.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	
VIA:	
DATE:	July 15, 2025

RE: Appointing Juana Thomas to the Commission on Aging Senior Citizens Advisory Board (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Application

City of North Miami Beach, Florida

APPLICATION FOR COMMISSION ON AGING
SENIOR CITIZENS ADVISORY BOARD

The Senior Citizens Advisory Committee was created for the purpose of making periodic written reports and recommendations to the City Commission and to assist the Director of the Senior Citizens Program in any way possible and to meet the necessary requirements for funding which may be received from any local, State or Federal governmental agency. The members of this Committee shall serve in an advisory capacity only.

(PLEASE PRINT CLEARLY)

1. NAME: JUANA THOMAS

2. HOME ADDRESS: 1700 N.E. 176 St

   CITY: North Miami Beach STATE: FL ZIP: 33162

3. BUSINESS NAME: N/A

   BUSINESS ADDRESS: N A

   CITY: N/A STATE: N/A ZIP: N/A

4. CONTACT NO: (HOME) 305 705 3801 (BUSINESS) N A

   CELL: 3056083448 EMAIL ADDRESS: Jth56watt.net

   FAX: 305 705 3801

5. ARE YOU A RESIDENT OF THE CITY OF NORTH MIAMI BEACH OR DO YOU WORK IN THE CITY OF NORTH MIAMI BEACH?

   RESIDENT YES WORK NA (YES OR NO)

6. HAVE YOU EVER BEEN CONVICTED OF A FELONY? YES (NO)

7. HIGHEST LEVEL OF EDUCATION AND OCCUPATION:

   NURSE

CITY CLERK'S OFFICE
'25 MAY 28 PM1:47

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: RETIRED

_____ to _____ _____

_____ to _____ _____

_____ to _____ _____

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

N A

11. PLEASE STATE YOUR REASON FOR INTEREST IN APPLYING FOR THE COMMISSION ON AGING-SENIOR CITIZENS ADVISORY BOARD:
I'm PASSIONATE about ADVOCATING for the NEEDS and WELL-BEING of OLDER ADULTS and SOME VALUES for the COMMUNITY and CONNECTION.

12. PLEASE LIST QUALIFICATIONS, TALENTS, OR EXPERTISE AS IT RELATES TO MEMBERSHIP FOR THIS BOARD:
I will be QUALIFICATION EXPIRIENCE of working with - ELDERLY, KNOWLEDGE of HEALTHCARE

CERTIFICATION

I CERTIFY UNDER OATH, AND PENALTY OF PERJURY, THAT ALL INFORMATION SHOWN ABOVE IS TRUE AND CORRECT. I DO UNDERSTAND THAT ANY APPOINTMENT TO A BOARD, COMMITTEE, COMMISSION OBTAINED ON A MISREPRESENTATION OF A MATERIAL FACT SHALL BE NULL AND VOID.

APPLICATION DATE: 5/28/25 APPLICANT'S SIGNATURE: [signature]

APPOINTMENT DATE: _____ BY _____

Revised 2/14/19

Discussion Items
15.1.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	
VIA:	
DATE:	July 15, 2025

RE: Sustainability Initiatives (Commissioner Lynn Su)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Memo
- SREE Plan
- Funding Opportunities and Grant Programs

MEMORANDUM

TO: **Mayor & Commission**

CC: **Marline Monestime, CFM, Chief of Staff**

FROM: **Hamid Nikvan, Director NMB Water**

VIA: **Andrew Plotkin, Assistant City Manager**

DATE: **May 29, 2025**

RE: **Proposal for Sustainability, Resilience, and Energy Efficiency (SREE) Initiative**

This memorandum presents the **Sustainability, Resilience, and Energy Efficiency (SREE)** Initiative, a strategic plan to address climate change, aging infrastructure, and sustainability demands in North Miami Beach (NMB). We seek your approval to implement one of two pathways to position NMB as a leader in smart, sustainable urban development.

Background

NMB faces challenges from flooding, heat, energy costs, and infrastructure issues, including aging water meters (causing annual revenue loss) and 6,310 properties on septic systems. The SREE Initiative leverages smart technologies, renewable energy, and wastewater solutions to enhance resilience, reduce costs, and align with Miami-Dade County's Resilient305 strategy and UN Sustainable Development Goals (SDGs).

Proposed SREE Initiative

The SREE Initiative offers two pathways:

- **Option 1: NMB Water Department-Led Implementation**
  Expands NMB Water divisions' duties to integrate sustainability into water, wastewater, and stormwater projects, including smart metering and septic-to-sewer conversion.
- **Option 2: Citywide SREE Committee**
  Establishes a cross-departmental committee for a holistic strategy, including advanced transportation and citywide wastewater infrastructure.

Both options support scalable, equitable solutions, with a hybrid approach possible (starting with Option 1 and transitioning to Option 2).

Strategic Focus Areas

1. **Energy Efficiency & Renewable Energy**
   - Deploy solar panels, natural gas combined heat and power (CHP), and community solar cooperatives.

- Implement smart grids and microgrids for resilience.
- Campaign: "NMB Power Share" to promote solar adoption.

2. **Climate Resilience & Infrastructure Adaptation**
   - Use AI-driven climate modeling and green infrastructure (e.g., bioswales, cool pavements).
   - Retrofit with resilient designs and building envelope improvements (e.g., cool roofs).
   - Campaign: "NMB Native Roots" for climate-adaptive landscaping.

3. **Water Conservation & Circular Economy**
   - Install smart water meters, greywater recycling, and nutrient recovery systems.
   - Pilot AI-optimized water treatment.
   - Campaign: "CycleWorks NMB" for water and resource recycling.

4. **Building Automation & Smart Utilities**
   - Implement building automation systems (BAS) and IoT-enabled smart utilities.
   - Pilot blockchain for transparent energy/water tracking.
   - Campaign: "NMB Smart Ledger" to showcase blockchain benefits.

5. **Advanced Public Transportation**
   - Deploy electric buses with solar-powered charging and smart mobility apps.
   - Develop bike-sharing and micro mobility hubs.
   - Campaign: "NMB Green Commute" for eco-friendly transport.

6. **Urban Agriculture & Food Security**
   - Integrate hydroponics at utility sites and community gardens citywide.
   - Campaign: "NMB Grows Green" to provide irrigation kits and training.

7. **Emergency Preparedness & Redundancy**
   - Deploy IoT sensors and digital twins for real-time monitoring.
   - Establish solar/CHP-powered resilience hubs.
   - Campaign: "Ready Green NMB" for sustainable preparedness.

8. **Community Engagement & Equitable Smart City Integration**
   - Develop a smart city dashboard and augmented reality (AR) apps to visualize projects.
   - Provide free Wi-Fi hotspots for digital equity.
   - Campaigns: "NMB AR Vision" and "NMB Connected" for engagement and access.

9. **Septic-to-Sewer Conversion & Wastewater Infrastructure**
   - Convert 6,310 properties and build a Wastewater Treatment Plant.
   - Campaign: "NMB Clean Water".

10. **Grants, Partnerships & Funding**
    - Pursue EPA WIFIA, DOE EECBG, DOT SMART Grants, and Green Bonds.
    - Form public-private partnerships (P3s) with tech firms (e.g., Siemens, IBM).
    - Assign grant coordinators to maximize funding.

Implementation Pathways

Option 1: NMB Water Department-Led

- **Structure:** NMB Water Director oversees integration, with divisions (Water Treatment, Wastewater, Stormwater, Engineering) embedding SREE initiatives into projects.

- **Timeline:**
  - 0–3 months: Assign duties.
  - 3–6 months: Plan pilots (smart meters, solar, BAS).
  - 6–12 months: Launch pilots.
  - 12–24 months: Full utility implementation.
  - 2+ years: Expand citywide.

- **Pros:** Leverages existing staff, quick wins.

Option 2: Citywide SREE Committee

- **Structure:** Committee led by a City Manager appointee, including NMB Water, Public Works, community leaders, and regional partners.

- **Timeline:**
  - 0–3 months: Form committee.
  - 3–6 months: Develop Smart City Master Plan.
  - 6–12 months: Launch pilots.
  - 1–3 years: Full implementation.

- **Pros:** Holistic, maximizes funding, fosters collaboration.

Expected Benefits

- **Resilience:** Reduced flood and contamination risks.
- **Cost Savings:** Lower operating costs via smart utilities, solar, circular economy.
- **Economic Growth:** Attract green tech, agriculture, transit jobs.
- **Community Trust:** Enhanced through AI, AR apps, Wi-Fi, campaigns.
- **Revenue Protection:** Address metering losses and ensure compliance.
- **Funding**: Access to federal, state, and private funding.

Recommendations

1. **Approve Option 1** for rapid utility-focused results, addressing metering and septic issues.
2. **Consider Option 2** for a bold and transformative citywide strategy.
3. **Adopt a hybrid approach:** Start with Option 1, transition to Option 2 after 2 years, using NMBWater data to inform citywide scaling.

The SREE Initiative addresses critical infrastructure challenges, including metering failures and septic systems, positioning NMB as a sustainability leader. We request your approval to proceed. Please review the attached Detailed SREE Initiative Plan and Funding Opportunities Summary.

Your input is greatly appreciated.

Attachments

- Detailed SREE Initiative Plan

- Funding Opportunities Summary

17050 N.E. 19th Avenue ● North Miami Beach, Florida 33162-3194 ● Telephone (305) 948-2967 ● Fax: (305) 957-3632

Sustainability, Resilience, and Energy Efficiency (SREE) Initiative Plan

Executive Summary

The City of North Miami Beach (NMB) faces pressing challenges from climate change, rising energy costs, aging infrastructure, and increasing demands for sustainability. The **Sustainability, Resilience, and Energy Efficiency (SREE) Initiative** proposes two pathways to address these issues:

- **Option 1**: Expand the duties of **NMB Water Department divisions** to integrate SREE initiatives, including building automation, smart utilities, and water conservation, into upcoming water, wastewater, and stormwater projects.

- **Option 2**: Establish a **Citywide SREE Committee**, uniting all municipal departments to implement a comprehensive strategy incorporating advanced public transportation, building envelope improvements, and more.

Both pathways leverage smart city technologies, innovative energy solutions, and community-driven green campaigns to enhance resilience, reduce costs, and position NMB as a leader in sustainable urban development.

SREE Initiative Objectives

- Optimize energy and water efficiency through smart utilities and automation.
- Strengthen climate resilience with adaptive infrastructure and green solutions.
- Secure diverse funding for sustainable projects, including solar and transportation.
- Foster community engagement through inclusive, gamified campaigns.
- Align with regional, state, and federal sustainability and smart city goals.

Committee Structure & Governance

Option 1: NMB Water Department-Led Implementation

- **Leadership**: NMB Water Director oversees SREE integration, with division heads (e.g., Water Treatment, Wastewater, Stormwater, Engineering) assigned specific SREE responsibilities.
- **Membership Composition** (all from NMB Water Department):
  - **Water Treatment Division**: Staff to implement smart metering and AI-optimized treatment.
  - **Wastewater Division**: Representatives to deploy greywater recycling and building automation for treatment facilities.

        - **Stormwater Division**: Engineers to integrate green infrastructure and resilient design.
        - **Engineering & Planning Division**: Project managers to embed SREE principles (e.g., solar, building envelope) in capital projects.
        - **Operations & Maintenance**: Staff to install IoT sensors and monitor smart utility systems.
        - **Sustainability Coordinator**: A designated NMB Water staff member to align initiatives with funding and smart city goals.
    - **Governance**: SREE initiatives are embedded into divisional workflows, with progress reports to the NMB Water Director and City Manager.

- **Option 2: Citywide SREE Committee**

    - **Chairperson**: Appointed by City Manager or City Commission.
    - **Vice Chairperson**: Sustainability or smart city technology expert.
    - **Membership Composition**:
        - NMB Water, Public Works, Capital Improvement Program (CIP), and Planning representatives.
        - Smart city, renewable energy, and transportation consultants.
        - Emergency Management and climate resilience specialists.
        - Community leaders, including youth and environmental justice advocates.
        - Regional partners (e.g., Miami-Dade County, Southeast Florida Climate Compact).
        - Grant specialists and public-private partnership (P3) coordinators.
    - **Governance**: Formal committee with a defined charter, meeting quarterly to coordinate citywide efforts.

Best Practice: For Option 1, provide cross-divisional training on building automation and smart utilities. For Option 2, ensure diverse representation to support equitable transportation and energy initiatives.

Strategic Focus Areas

1. **Energy Efficiency & Renewable Energy**
    - Conduct **smart energy audits** using IoT sensors and AI analytics for NMB Water facilities (Option 1) and all municipal buildings (Option 2).
    - Deploy **solar photovoltaic systems** with battery storage at water treatment plants (Option 1) and citywide facilities like community centers and transit hubs (Option 2).
    - Explore **natural gas applications**, such as combined heat and power (CHP) systems, for energy-efficient water treatment (Option 1) and municipal buildings (Option 2).
    - Implement **smart grids** and microgrids for decentralized energy resilience.
    - **Go-Green Campaign**: Launch "**NMB Solar Squad**," incentivizing solar adoption for utility facilities (Option 1) and residential/business sectors (Option 2) through group purchasing and financing education.

2. **Climate Resilience & Infrastructure Adaptation**
    - Use **AI-driven climate modeling** to assess flood, heat, and sea-level rise risks for utility infrastructure (Option 1) and citywide assets (Option 2).

- Deploy **green infrastructure** (e.g., bioswales, permeable pavements, urban tree canopies) in stormwater projects (Option 1) and citywide developments (Option 2).
- Retrofit facilities with **resilient design standards** (e.g., ASCE 7-22) and **building envelope improvements** (e.g., high-performance insulation, cool roofs) for energy efficiency.
- **Go-Green Campaign**: Initiate "**Resilient NMB Neighborhoods**," engaging residents to co-design green infrastructure near utility projects (Option 1) or citywide (Option 2).

3. **Water Conservation & Sustainability**
   - Install **smart water meters** with real-time leak detection and consumer apps to promote conservation in utility operations (Option 1) and citywide (Option 2).
   - Expand **greywater recycling** and **rainwater harvesting** for water treatment facilities (Option 1) and municipal buildings/parks (Option 2).
   - Pilot **AI-optimized water treatment** to reduce energy use in purification processes.
   - **Go-Green Campaign**: Launch "**Drop by Drop**," a gamified water-saving challenge offering bill discounts for utility customers (Option 1) and all residents/businesses (Option 2).

4. **Building Automation & Smart Utilities**
   - Implement **building automation systems (BAS)** to optimize HVAC, lighting, and energy use in water treatment facilities (Option 1) and all municipal buildings (Option 2).
   - Deploy **smart utility systems** using IoT sensors for real-time monitoring of water and energy networks, with predictive maintenance for pumps and pipelines (Option 1) and citywide utilities (Option 2).
   - Integrate **digital twin models** to simulate and optimize utility operations (Option 1) and citywide infrastructure (Option 2).
   - **Go-Green Campaign**: Promote "**Smart NMB Utilities**," educating staff (Option 1) and residents (Option 2) on smart technology benefits.

5. **Advanced Public Transportation (Option 2 only, with utility integration for Option 1)**
   - Deploy **electric bus fleets** with solar-powered charging stations, integrated with NMB Water's renewable energy systems (Option 1) or as a citywide transit initiative (Option 2).
   - Implement **smart mobility solutions**, such as real-time transit apps and AI-optimized bus routing, to reduce emissions.
   - Develop **bike-sharing and micromobility hubs** near utility facilities (Option 1) or citywide (Option 2) to promote low-carbon transport.
   - **Go-Green Campaign**: Launch "**NMB Green Commute**," incentivizing eco-friendly transport with discounts for utility staff (Option 1) or residents (Option 2).

6. **Emergency Preparedness & Redundancy**
   - Deploy **IoT-enabled sensors** for real-time monitoring of critical utility systems (Option 1) and citywide infrastructure (Option 2).
   - Establish **resilience hubs** powered by solar and natural gas CHP systems at utility sites (Option 1) or community centers (Option 2).
   - Use **digital twins** to simulate emergency scenarios for water systems (Option 1) or citywide networks (Option 2).
   - **Go-Green Campaign**: Promote "**Ready Green NMB**," educating staff (Option 1) or residents (Option 2) on sustainable preparedness.

7. **Grants, Partnerships & Funding Strategy**
    - Pursue grants for water projects (EPA WIFIA, SWIFIA) and solar/building automation (DOE EECBG, FEMA BRIC) in Option 1, and add transportation and smart city grants (e.g., DOT SMART Grants) in Option 2.
    - Form **public-private partnerships** with tech firms (e.g., Siemens for BAS, Tesla for EV infrastructure) and green developers.
    - Launch a **Green Bond Program** to finance solar, smart utilities, and transportation projects.
    - **Best Practice**: Assign a dedicated grant coordinator within NMB Water (Option 1) or a citywide task force (Option 2).

8. **Community Engagement & Smart City Integration**
    - Develop a **smart city dashboard** for real-time water, energy, and transit metrics, accessible to utility staff (Option 1) or all residents (Option 2).
    - Launch **NMB Green Ambassadors**, training utility staff (Option 1) or community volunteers (Option 2) to promote sustainability.
    - Host **hackathons** to crowdsource smart utility solutions (Option 1) or citywide innovations (Option 2).
    - **Go-Green Campaign**: Introduce "**NMB Green Living Festival**," showcasing solar, smart utilities, and eco-friendly transport.

Best Practice: Align with **UN Sustainable Development Goals (SDGs)**, **C40 Cities**, and **ISO 37101** standards to enhance funding eligibility and regional collaboration.

Implementation Pathways

<u>Option 1: NMB Water Department-Led SREE Integration</u>

Phase 1: Divisional Implementation (0–24 months)

- Expand NMB Water divisions' duties to integrate **building automation**, **smart utilities**, **solar**, and **water conservation** into projects like treatment plant upgrades and stormwater retrofits.
- Pilot **smart metering**, **solar-powered pumps**, **AI-driven leak detection**, and **BAS** for utility facilities.
- Secure water-specific grants (e.g., EPA WIFIA, SWIFIA) and energy grants for solar/CHP.
- Launch "**Drop by Drop**" and "**Smart NMB Utilities**" campaigns for utility customers and staff.

Phase 2: Citywide Expansion (2+ years)

- Scale successful initiatives (e.g., BAS, smart utilities) to Public Works, Parks, and Planning.
- Integrate SREE principles, including transportation initiatives, into all CIP projects.
- Transition to a citywide committee model, leveraging utility data.

Pros: Leverages existing staff, minimizes complexity, achieves quick wins.

Ideal for: Focused, utility-driven innovation.

Option 2: Citywide SREE Committee

Phase 1: Cross-Department Strategy Launch (0–12 months)

- Conduct citywide **climate vulnerability assessments** using GIS and AI tools.
- Develop a **Smart City Master Plan** integrating **building automation**, **smart utilities**, **solar**, **natural gas CHP**, and **advanced public transportation**.
- Launch pilots (e.g., electric buses, BAS in municipal buildings, green roofs).
- Kick off "**NMB Green Living Festival**" and "**NMB Green Commute**" to build momentum.

Phase 2: Full-Scale Implementation (1–5 years)

- Roll out citywide projects (e.g., smart grids, urban forestry, EV transit networks).
- Align with Miami-Dade County's **Resilient305** strategy and state climate goals.
- Institutionalize sustainability metrics in budgeting and planning.

Pros: Comprehensive, maximizes funding, fosters collaboration.

Ideal for: Bold leadership, interdepartmental synergy.

Timeline Overview

Phase	Option 1 (NMB Water-Led)	Option 2 (Citywide)
Structure Formation	0–3 months (assign duties)	0–3 months (form committee)
Strategic Planning	3–6 months	3–6 months
Pilot Program Launch	6–12 months	6–12 months
Full Implementation	12–24 months (NMB Water)	1–3 years (all departments)
Citywide Expansion	2+ years	N/A (already integrated)

Expected Benefits

- **Resilient Infrastructure**: Reduced vulnerability with smart utilities and resilient designs.
- **Cost Savings**: Lower costs via BAS, solar, and water conservation.
- **Economic Growth**: Attract green tech and transit firms, creating jobs.
- **Community Trust**: Enhanced engagement through transparent campaigns.
- **Funding Success**: Increased access to federal, state, and private funding.

Recommendations

- **Choose Option 1** for a streamlined approach leveraging NMB Water's structure, ideal for rapid integration of smart utilities and solar.

- **Choose Option 2** for a transformative strategy incorporating advanced transportation and citywide automation.
- **Hybrid Approach**: Start with Option 1 and transition to Option 2 after 2 years, using utility data to inform citywide scaling.

Best Practice: Partner with universities (e.g., FIU) for research on BAS, smart utilities, and transit solutions.

Next Steps

1. **Leadership Approval**
    - Present options to City Manager and Commission for decision.
2. **Structure Formation**
    - For Option 1, assign SREE duties to NMB Water divisions within 90 days.
    - For Option 2, form citywide committee and finalize charter.
3. **Initial Assessments**
    - Conduct AI-driven audits for energy, water, and climate risks.
4. **Grant Readiness**
    - Designate a grant coordinator (Option 1) or task force (Option 2).
5. **Public Engagement**
    - Launch "**NMB Green Ambassadors**" and a smart city dashboard.

Technology & Best Practice Highlights

- **Smart City Tech**: IoT, AI, digital twins, BAS, and smart grids for real-time optimization.
- **Green Campaigns**: Gamify conservation and transit (e.g., "Drop by Drop," "NMB Green Commute").
- **Best Practices**:
    - Follow **LEED**, **Envision**, and **BREEAM** for building and infrastructure standards.
    - Adopt **ISO 37101** for smart city frameworks.
    - Ensure equitable access to transportation and utility benefits.

Funding Opportunities Summary for SREE Initiative City of North Miami Beach

This document outlines funding sources to support the Sustainability, Resilience, and Energy Efficiency (SREE) Initiative, addressing Option 1 and Option 2.

Federal Funding Opportunities

EPA Water Infrastructure Finance and Innovation Act (WIFIA)

- **Purpose:** Finance water, wastewater, and stormwater projects**.**
- **Eligibility:** Option 1 (utility projects); Option 2 (citywide water initiatives).
- **Funding:** Up to 49% of costs (e.g., $7.4M–$11.2M for Option 1's smart meters).
- **Application:** Annual cycle via https://www.epa.gov/wifia .

EPA Clean Water State Revolving Fund (CWSRF)

- **Purpose:** Support sewer conversions, WWTP construction.
- **Eligibility:** Both options (septic-to-sewer, wastewater).
- **Funding:** $100M–$500M for Option 2's WWTP.
- **Application:** Via Florida DEP, https://www.epa.gov/cwsrf .

FEMA Building Resilient Infrastructure and Communities (BRIC)

- **Purpose:** Fund resilience projects (e.g., green infrastructure).
- **Eligibility:** Both options.
- **Funding:** Up to $50M, 75% cost share (e.g., $1.5M–$5M).
- **Application:** Annual cycle via https://www.fema.gov/grants/mitigation/building-resilient-infrastructure-communities .

DOE Energy Efficiency and Conservation Block Grant (EECBG)

- **Purpose:** Support energy efficiency, solar, BAS.
- **Eligibility:** Both options.
- **Funding:** $500K–$2M.
- **Application:** Rolling via https://www.energy.gov/eecbg .

DOT SMART Grants Program

- **Purpose:** Fund smart city and transportation projects (e.g., electric buses).
- **Eligibility:** Option 2; Option 1 (utility-integrated charging).
- **Funding:** $500K–$24M (e.g., $4M for buses in Option 2).
- **Application:** Annual cycle via https://www.transportation.gov/grants/smart .

HUD Community Development Block Grant (CDBG)

- **Purpose:** Support digital equity, community gardens, resilience hubs.
- **Eligibility:** Option 2.
- **Funding:** $100K–$5M.
- **Application:** Via Miami-Dade County, https://www.hud.gov/program_offices/comm_planning/communitydevelopment .

State and Regional Funding

- **Florida Resilient Coastlines Program**
- **Purpose:** Fund coastal resilience and green infrastructure.
- **Eligibility:** Both options.
- **Funding:** $100K–$1M.
- **Application:** Via Florida DEP, https://floridadep.gov/rcp .

South Florida Water Management District (SFWMD) Cooperative Funding

- **Purpose:** Support water infrastructure.
- **Eligibility:** Both options.
- **Funding:** Cost-sharing up to $1M.
- **Application:** Via https://www.sfwmd.gov .

- **Southeast Florida Regional Climate Change Compact**
- **Purpose:** Support regional resilience projects.
- **Eligibility:** Option 2; Option 1 (collaboration).
- **Funding:** Technical assistance, grant partnerships.
- **Application:** Via https://southeastfloridaclimatecompact.org .

Local and Private Funding

- **Municipal Service Benefit Units (MSBUs)**
- **Purpose:** Fund sewer conversions via property assessments.
- **Eligibility:** Option 2 (septic-to-sewer).
- **Funding:** $50M–$200M over 10 years.
- **Application:** Coordinate with finance department.

- **Utility Rate Adjustments**
- **Purpose:** Fund ongoing costs via sewer fees.
- **Eligibility:** Both options.
- **Funding:** $5M–$20M annually.
- **Application:** Implement via utility billing.

- **Green Bond Program**
- **Purpose:** Finance solar, smart utilities, WWTP.
- **Eligibility:** Both options.
- **Funding:** $10M–$500M (e.g., $200M for Option 2's WWTP).
- **Application:** Coordinate with financial advisors.

- **Public-Public Partnerships (PUPs)**
- **Purpose:** Collaborate with Miami-Dade County for WWTP and sewer projects.
- **Eligibility:** Option 2; Option 1 (regional integration).
- **Funding:** Cost-sharing up to $100M.
- **Application:** Engage via interlocal agreements.

- **Public-Private Partnerships (P3s)**
- **Purpose:** Partner with private firms.
- **Eligibility:** Both options.
- **Funding:** $500K–$50M per project.
- **Application:** Via RFP processes.

Recommendations

- Assign a grant coordinator (Option 1) or task force (Option 2).
- Prioritize WIFIA/CWSRF for Option 1's metering and Option 2's WWTP.
- Explore PUPs with Miami-Dade County and P3s to reduce costs.
- Align with UN SDGs and C40 Cities for funding competitiveness.

Next Steps

- Identify priority projects.
- Form a grant-writing team within 90 days.
- Submit WIFIA and CWSRF applications within 6 months.

Discussion Items
15.2.

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:	Jacob Newman, Interim Human Resources Director
VIA:	Andrew Plotkin, Interim City Manager
DATE:	July 15, 2025

RE: Health Insurance Renewal (Jacob Newman, Interim Human Resources Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Memo
- NMB Summary Memorandum

City of North Miami Beach, Florida

Office of the City Manager

TO: Honorable Mayor and Commission

FROM: Andrew Plotkin, Interim City Manager

VIA: Jacob Newman, Interim Human Resources and Risk Management Director

DATE: July 15, 2025

SUBJECT: FY 2025-2026 Health Insurance Renewals & Employee Premium Contributions

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Summary and Background:

The Human Resources and Risk Management Department and the City's Insurance Broker of Record, Corporate Synergies, have been diligently working on reviewing various health care options that would minimize the financial impact to both the City and its employees, while still maintaining quality health care benefits.

The City's current medical insurance carrier, Aetna, is recommended for renewal based on the City's claims' experience, market trends, and positive employee feedback received through engagement surveys. The presentation today and attached Employee Benefits Renewal Summary provide options for consideration that include plan design and employee contribution changes as well as the projected employee and financial impact.

Life, Disability, and Worksite coverages that are offered on a group or voluntary basis have also been analyzed and recommendations provided for renewal.

Enclosure

- Employee Benefits Renewal & Recommendations Summary

City of North Miami Beach

October 1, 2025 Employee Benefits Renewal & Recommendations Summary

Presented by:

- Jacob Newman - Interim Human Resources Director, City of North Miami Beach
- Eric Brewer - Vice President, Senior Benefits Consultant - Foundation Risk Partners

FOUNDATION RISK PARTNERS
PUBLIC ENTITY SERVICES

CORPORATE SYNERGIES
A Foundation Risk Partners Company

Renewal Executive Summary:

Medical:

Recommendation to Retain Aetna for the 2025-2026 Plan Year for Medical Insurance:

After a comprehensive review of renewal options, including a full assessment of self-insured options, the recommendation is to continue with Aetna as the medical carrier for the October 1, 2025 - September 30, 2026, Plan Year with slightly modified medical plans designs. Following negotiations from City benefits staff and Foundation Risk Partners, Aetna reduced their initial renewal offer from 11.5% to 6.8% *(9% impact to rates. 6.8% after applying a one-time premium credit equal to $166,185)*. Self-insurance quotations were also obtained. Despite being competitive, the potential disruption to staff and the maximum liability risk associated with transitioning to a self-insured model led to the recommendation to stay with Aetna fully-insured.

Evaluation Results and Renewal Offer:

Aetna's medical renewal offer, detailed in the accompanying exhibit, demonstrates competitive pricing based on the 91% premium vs. claims ratio ($6.6M in billed premium vs. $6.0M in claims) observed during Aetna's experience period.

Plan Alternate and Employee Contribution Options with Aetna:

Option A: Maintain current plan designs and contributions. Estimated budget impact of **$470,482**.

Option B: Slightly modified plans (detailed in accompanying 'Medical Plan Alternate Exhibit') from Aetna which will increase member cost share associated with specific elements of the plans (i.e. office visit copays, ER copays, Rx copays), but reduce costs of the plans (5.5% net of credit). Keep employee contributions per paycheck the same. Estimated budget impact of **$374,172**.

Option C (recommended): Adopt alternate plan changes outlined in Option B, while also increasing employee contributions per paycheck $5 across all plans and all dependent tiers. Estimated budget impact of **$280,812**.

Line of Coverage	Employer	Employee	Total Premium
Current	$ 6,431,119	$ 642,960	$ 7,074,079
Option A	$ 6,901,601	$ 642,960	$ 7,544,561
Option B	$ 6,805,291	$ 642,960	$ 7,448,251
Option C	$ 6,711,931	$ 736,320	$ 7,448,251

**totals in above chart include enrollment for active employees, charter officers, senior management. Retirees and elected officlas not included given differing contribution structure.*

Dental, Vision, Life, Disability and Worksite:

The recommendation is to renew with Aetna for dental and vision, while transitioning all other ancillary coverage options to Mutual of Omaha October 1, 2025 - September 30, 2026 plan year based on matching products and more competitive pricing. Summary of renewal premiums listed in below table:

Line of Coverage	Current (annual spend)	Renewal (annual spend)	Year-Over-Year Change - $	Year-Over-Year Change - %
Dental	$250,782	$262,135	$11,353	4.5%
Vision	$34,783	$34,783	$0	0.0%
Basic Life and AD&D	$177,143	$153,835	($23,308)	-13.2%
Voluntary Life and AD&D	$97,236	$96,981	($255)	-0.3%
Long-Term Disability	$49,417	$36,468	($12,949)	-26.2%
Accident	$24,258	$16,406	($7,851)	-32.4%
Critical Illness	$4,074	$3,224	($850)	-20.9%
Hospital Indemnity	$28,819	$23,055	($5,765)	-20.0%
Cancer	$14,891	$14,891	$0	0.0%
Total	**$681,403**	**$641,777**	**($39,626)**	**-5.8%**

Notes: All benefits are 100% employee paid with the exception of Medical and Basic Life and AD&D

City of North Miami Beach
Medical

Medical Plan Alternate Exhibit

- cells shaded in this color represent changes from current

	Current - 10/1/2024 Plan Year			Alternate plan package - Option B and C - 10/1/2025 Plan Year		
	Aetna OA EPO (Elect Choice) EPO	**Aetna OA POS (Managed Choice) OA MC**	**Aetna OA EPO (Elect Choice) EPO HSA**	**Aetna OA EPO (Elect Choice) EPO**	**Aetna OA POS (Managed Choice) OA MC**	**Aetna OA EPO (Elect Choice) EPO HSA**
Benefits	**In-Network**	**In-Network**	**In-Network**	**In-Network**	**In-Network**	**In-Network**
Coinsurance	90% / 10%	80% / 20%	90% / 10%	90% / 10%	80% / 20%	90% / 10%
Individual DED	$750	$1,000	$3,200	$750	$1,000	$3,200
Family DED	$1,500	$3,000	$3,200 per Person $6,400 per Family	$1,500	$3,000	$3,200 per Person $6,400 per Family
Individual	$4,500	$4,000	$4,500	$4,500	$4,500	$5,000
Family	$9,000	$12,000	$4,500 per Person $9,000 per Family	$9,000	$13,500	$5,000 per Person $10,000 per Family
Preventive Care	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
Primary Care Physician Office Visit	$20 Copay	$25 Copay	DED, then 10%	$25 Copay	$30 Copay	DED, then 10%
Specialist Office Visit	$40 Copay	$50 Copay	DED, then 10%	$50 Copay	$60 Copay	DED, then 10%
Virtual Visit	$20 Copay	$25 Copay	DED, then 10%	$25 Copay	$30 Copay	DED, then 10%
Urgent Care	$50 Copay	$50 Copay	DED, then 10%	$50 Copay	$50 Copay	DED, then 10%
Emergency Room	$300 Copay	$300 Copay	DED, then 10%	$400 Copay	$400 Copay	DED, then 10%
Inpatient Hospital (facility services)	$200 Copay for first 5 days, then DED + 10%	DED, then 20%	DED, then 10%	$200 Copay for first 5 days, then DED + 10%	DED, then 20%	DED, then 10%
Outpatient Hospital (facility services)	$250 Copay	DED, then 20%	DED, then 10%	$250 Copay	DED, then 20%	DED, then 10%
Independent Lab and X-Ray - Outpatient						
Clinical Lab (Blood Work)	No Charge	No Charge	DED, then 10%	No Charge	No Charge	DED, then 10%
Diagnostic Testing (X-Rays)	No Charge	No Charge	DED, then 10%	No Charge	No Charge	DED, then 10%
Advanced Imaging (MRI, PET)	$300 Copay	$300 Copay	DED, then 10%	$300 Copay	$300 Copay	DED, then 10%
Prescription Drug List	Standard with Opt Out	Standard with Opt Out	Standard with Opt Out	Standard with Opt Out	Standard with Opt Out	Standard with Opt Out
			Deductible, then:			Deductible, then:
Tier 1	$10 Copay	$10 Copay	$10 Copay	$10 Copay	$10 Copay	$10 Copay
Tier 2	$35 Copay	$35 Copay	$35 Copay	$35 Copay	$35 Copay	$35 Copay
Tier 3	$70 Copay	$70 Copay	$70 Copay	$85 Copay	$85 Copay	$70 Copay
Tier 4	Applicable cost for generic or brand drugs	Applicable cost for generic or brand drugs	Applicable cost for generic or brand drugs	20% to $150	20% to $150	Applicable cost to generic or brand drugs

Medical Employee Contribution Exhibit

Current: 10/1/2024 Plan Year | **Renewal: 10/1/2025 Plan Year**

Option A: Maintain current plan designs and employee contributions.

Class Description: All Others, Charter Officers, and Senior Management*

Coverage	Count	Plan	Current: MONTHLY Employee	Current: MONTHLY Employer	Current: MONTHLY Total	Current: Employee Weekly (48)	Renewal: MONTHLY Employee	Renewal: MONTHLY Employer	Renewal: MONTHLY Total	Renewal: Employee Weekly (48)	Per Paycheck Impact
Single	12	HSA	$ 30.00	$ 669.43	$ 699.43	$ 7.50	$ 30.00	$ 732.38	$ 762.38	$ 7.50	$ -
EE + 1	3	HSA	$ 120.00	$ 1,390.78	$ 1,510.78	$ 30.00	$ 120.00	$ 1,526.75	$ 1,646.75	$ 30.00	$ -
Family	6	HSA	$ 285.00	$ 1,673.43	$ 1,958.43	$ 71.25	$ 285.00	$ 1,849.69	$ 2,134.69	$ 71.25	$ -
Single	38	POS	$ 88.00	$ 861.30	$ 949.30	$ 22.00	$ 88.00	$ 946.74	$ 1,034.74	$ 22.00	$ -
EE + 1	8	POS	$ 287.00	$ 1,763.48	$ 2,050.48	$ 71.75	$ 287.00	$ 1,948.02	$ 2,235.02	$ 71.75	$ -
Family	6	POS	$ 455.00	$ 2,203.03	$ 2,658.03	$ 113.75	$ 455.00	$ 2,442.25	$ 2,897.25	$ 113.75	$ -
Single	184	EPO	$ 40.00	$ 931.97	$ 971.97	$ 10.00	$ 40.00	$ 1,019.45	$ 1,059.45	$ 10.00	$ -
EE + 1	67	EPO	$ 160.00	$ 1,939.45	$ 2,099.45	$ 40.00	$ 160.00	$ 2,128.40	$ 2,288.40	$ 40.00	$ -
Family	65	EPO	$ 380.00	$ 2,341.53	$ 2,721.53	$ 95.00	$ 380.00	$ 2,586.47	$ 2,966.47	$ 95.00	$ -
Monthly Total			**$ 53,580**	**$ 535,927**	**$ 589,507**		**$ 53,580**	**$ 588,982**	**$ 642,562**		
Annual Total			**$ 642,960**	**$ 6,431,119**	**$ 7,074,079**		**$ 642,960**	**$ 7,067,786**	**$ 7,710,746**		
							$ 166,185	**$ 166,185**			
							$ 6,901,601	**$ 7,544,561**			
Annual Change - $							$ -	**$ 470,482**	$ 470,482		
Annual Change - %							0.0%	7.3%	6.7%		

Option B: Slightly modified plan alternates from Aetna. Maintain employee contribution amounts.

Class Description: All Others, Charter Officers, and Senior Management*

Coverage	Count	Plan	Current: MONTHLY Employee	Current: MONTHLY Employer	Current: MONTHLY Total	Current: Employee Weekly (48)	Renewal: MONTHLY Employee	Renewal: MONTHLY Employer	Renewal: MONTHLY Total	Renewal: Employee Weekly (48)	Per Paycheck Impact
Single	12	HSA	$ 30.00	$ 669.43	$ 699.43	$ 7.50	$ 30.00	$ 725.52	$ 755.52	$ 7.50	$ -
EE + 1	3	HSA	$ 120.00	$ 1,390.78	$ 1,510.78	$ 30.00	$ 120.00	$ 1,511.93	$ 1,631.93	$ 30.00	$ -
Family	6	HSA	$ 285.00	$ 1,673.43	$ 1,958.43	$ 71.25	$ 285.00	$ 1,830.48	$ 2,115.48	$ 71.25	$ -
Single	38	POS	$ 88.00	$ 861.30	$ 949.30	$ 22.00	$ 88.00	$ 928.84	$ 1,016.84	$ 22.00	$ -
EE + 1	8	POS	$ 287.00	$ 1,763.48	$ 2,050.48	$ 71.75	$ 287.00	$ 1,909.36	$ 2,196.36	$ 71.75	$ -
Family	6	POS	$ 455.00	$ 2,203.03	$ 2,658.03	$ 113.75	$ 455.00	$ 2,392.13	$ 2,847.13	$ 113.75	$ -
Single	184	EPO	$ 40.00	$ 931.97	$ 971.97	$ 10.00	$ 40.00	$ 1,006.73	$ 1,046.73	$ 10.00	$ -
EE + 1	67	EPO	$ 160.00	$ 1,939.45	$ 2,099.45	$ 40.00	$ 160.00	$ 2,100.94	$ 2,260.94	$ 40.00	$ -
Family	65	EPO	$ 380.00	$ 2,341.53	$ 2,721.53	$ 95.00	$ 380.00	$ 2,550.87	$ 2,930.87	$ 95.00	$ -
Monthly Total			**$ 53,580**	**$ 535,927**	**$ 589,507**		**$ 53,580**	**$ 580,956**	**$ 634,536**		
Annual Total			**$ 642,960**	**$ 6,431,119**	**$ 7,074,079**		**$ 642,960**	**$ 6,971,476**	**$ 7,614,436**		
							$ 166,185	**$ 166,185**			
							$ 6,805,291	**$ 7,448,251**			
Annual Change - $							$ -	**$ 374,172**	$ 374,172		
Annual Change - %							0.0%	5.8%	5.3%		

Option C (recommended): Slightly modified plan alternates from Aetna. Increase employee contribution amounts by $5.00 per paycheck universally.

Class Description: All Others, Charter Officers, and Senior Management*

Coverage	Count	Plan	Current: MONTHLY Employee	Current: MONTHLY Employer	Current: MONTHLY Total	Current: Employee Weekly (48)	Renewal: MONTHLY Employee	Renewal: MONTHLY Employer	Renewal: MONTHLY Total	Renewal: Employee Weekly (48)	Per Paycheck Impact
Single	12	HSA	$ 30.00	$ 669.43	$ 699.43	$ 7.50	$ 50.00	$ 705.52	$ 755.52	$ 12.50	$ 5.00
EE + 1	3	HSA	$ 120.00	$ 1,390.78	$ 1,510.78	$ 30.00	$ 140.00	$ 1,491.93	$ 1,631.93	$ 35.00	$ 5.00
Family	6	HSA	$ 285.00	$ 1,673.43	$ 1,958.43	$ 71.25	$ 305.00	$ 1,810.48	$ 2,115.48	$ 76.25	$ 5.00
Single	38	POS	$ 88.00	$ 861.30	$ 949.30	$ 22.00	$ 108.00	$ 908.84	$ 1,016.84	$ 27.00	$ 5.00
EE + 1	8	POS	$ 287.00	$ 1,763.48	$ 2,050.48	$ 71.75	$ 307.00	$ 1,889.36	$ 2,196.36	$ 76.75	$ 5.00
Family	6	POS	$ 455.00	$ 2,203.03	$ 2,658.03	$ 113.75	$ 475.00	$ 2,372.13	$ 2,847.13	$ 118.75	$ 5.00
Single	184	EPO	$ 40.00	$ 931.97	$ 971.97	$ 10.00	$ 60.00	$ 986.73	$ 1,046.73	$ 15.00	$ 5.00
EE + 1	67	EPO	$ 160.00	$ 1,939.45	$ 2,099.45	$ 40.00	$ 180.00	$ 2,080.94	$ 2,260.94	$ 45.00	$ 5.00
Family	65	EPO	$ 380.00	$ 2,341.53	$ 2,721.53	$ 95.00	$ 400.00	$ 2,530.87	$ 2,930.87	$ 100.00	$ 5.00
Monthly Total			**$ 53,580**	**$ 535,927**	**$ 589,507**		**$ 61,360**	**$ 573,176**	**$ 634,536**		
Annual Total			**$ 642,960**	**$ 6,431,119**	**$ 7,074,079**		**$ 736,320**	**$ 6,878,116**	**$ 7,614,436**		
								$ 166,185	**$ 166,185**		
								$ 6,711,931	**$ 7,448,251**		
Annual Change - $							$ 93,360	**$ 280,812**	$ 374,172		
Annual Change - %							14.5%	4.4%	5.3%		

**Additional classes (retirees, elected officials, survivors, etc.) not illustrated for the purposes of this summary. Total employer cost impact for all additional classes estimated to be $50-$90K annually.*

City of North Miami Beach

Medical Market Study Gross Annual Premium

	Results**	**Comments**
Aetna "as is" plan package	9% increase after negotiation. **6.8%** after one-time premium credit issued at the beginning of new plan year.	Includes $70,000 wellness fund
Aetna alternative plan package	7.6% increase after negotiation. **5.5%** after one-time premium credit issued at the beginning of new plan year.	Includes $70,000 wellness fund
Self-Insured option	**4%** increase on mature* expected costs **32%** increase on mature* maximum costs	Includes $70,000 wellness fund

**matured costs represent anticipated stop-loss and claims expense during a full 12 month period*

***percentages in this chart will vary slightly from the contribution summary given it includes all classes of employees (active, retirees, elected officials, survivors)*

Discussion Items
15.3.

City of North Miami Beach
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North Miami Beach, Fl 33162
305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Hamid Nikvan, NMB Water Director
VIA:	
DATE:	July 15, 2025

RE: Water Revenue Loss Analysis and Findings (Hamid Nikvan, NMB Water Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report

City of North Miami Beach, Florida

Date: July 7, 2025

To: Mayor and City Commissioner

From: Tarik Rahmani, CFO/Interim deputy City Manager
Hamid Nikvan, Public Utilities Director

Subject: NMB Water Revenue Loss Audit –Preliminary Findings

Executive Summary

The City of North Miami Beach Water Department is currently **losing an estimated $5.7 million in annual revenue** due to unbilled, mismeasured, or physically lost water

This is not just a technical issue. It is a **financial, operational, and regulatory risk**—and unless addressed, it will continue to erode revenue, weaken customer trust, and trigger noncompliance with state mandates.

We are recommending immediate, coordinated action to address **both "apparent losses"** (errors and faulty meters) and **"real losses"** (pipe leaks and bursts), beginning with an overhaul of our metering systems and accelerated investment in infrastructure repair and digital water loss detection.

This ongoing audit, initiated in partnership with Hamid Nikvan (Deputy Director, NMB Water), Andrew Swirsky, PE (InfraSync Principal Engineer), and Tarik Rahmani, Chief Financial Officer, is a rigorous assessment of our utility's infrastructure, metering systems, and water loss. The multidisciplinary audit team includes:

- The InfraSync Technology Services team,
- NMB Water Department, and
- Finance Department.

The work began in April 2025 with three comprehensive technical memos and multiple full-day workshops completed to date. This memo offers a high-level preview of our initial findings and signals upcoming recommendations to address both apparent and real water losses.

What is Revenue Water Loss?

Revenue water loss refers to water produced and distributed by the Utility that is never billed or paid for. These losses fall into two categories:

1. **Apparent Losses – Advanced Metering Infrastructure (AMI) and Billing System Errors**

   These are the most costly because they involve water that reached customers but wasn't billed. Contributing factors include:

   - 7% of bills in Q4 2024 were estimated (industry average is 0.6%)
   - Aging or uncalibrated meters, especially large bulk meters
   - Zero consumption reads despite known customer usage
   - Inadequate data reconciliation between the AMI system and the billing platform

   Apparent losses may represent **up to 14% of billed consumption** and translate to a **revenue gap between $2.6 million and $4.9 million annually.**

2. **Real Losses – Physical Leaks, Main Breaks, or Overflows in the Distribution infrastructure.**

   These are costly from an operations and infrastructure standpoint:

   - Over $4 million in leak repairs from 2020–2025
   - Daily real loss per connection = 125.7 gallons, nearly 3x the national median (45.4)
   - Pressure sensor data shows unexplained systemwide pressure drops starting in 2021—potentially linked to undetected leaks

   Both affect NMB Water financial health, operational capacity, and compliance with the South Florida Water Management District's standards.

Why It Matters?

1. **Millions in Lost Revenue**
   That is revenue lost not reinvested into our infrastructure, staff, or reserves—and it compounds each year.
2. **Regulatory Risk**
   The South Florida Water Management District mandates utilities with >10% loss to implement water loss reduction plans. NMB has exceeded 10% every year since 2020.
3. **Rising Costs of Inaction**
   The longer we defer repairs or replacements, the higher the future cost—both financially and operationally.
4. **Customer Trust and Equity**
   Estimated bills and faulty reads undermine public confidence and lead to customer disputes and inequitable billing.

Key Findings:

1. Water Loss Volume and Cost

From 2020 to 2024, NMB Water has averaged **over 1.4 billion gallons (BG) per year** in total water loss. In 2024 alone, **19% of all water supplied** (1.73 billion gallons, enough to fill 2,600 Olympic swimming pools.) was unaccounted for. This water had to be treated, pumped, and delivered—yet generated **no revenue**.

Year	Net volume supplied to the Utility	Authorized Consumption	Total Water Losses	Percent of Water Losses
2024	8,871	7,144	1,727	19%
2023	8,134	6,926	1,208	15%
2022	8,186	6,798	1,389	17%
2021	8,222	6,774	1,448	18%
2020	7,778	6,570	1,208	16%
2019	7,476	6,869	607	8%
2018	7,438	7,001	437	6%

- **Estimated Real Losses**: Over **2.2 BG in 2024** alone

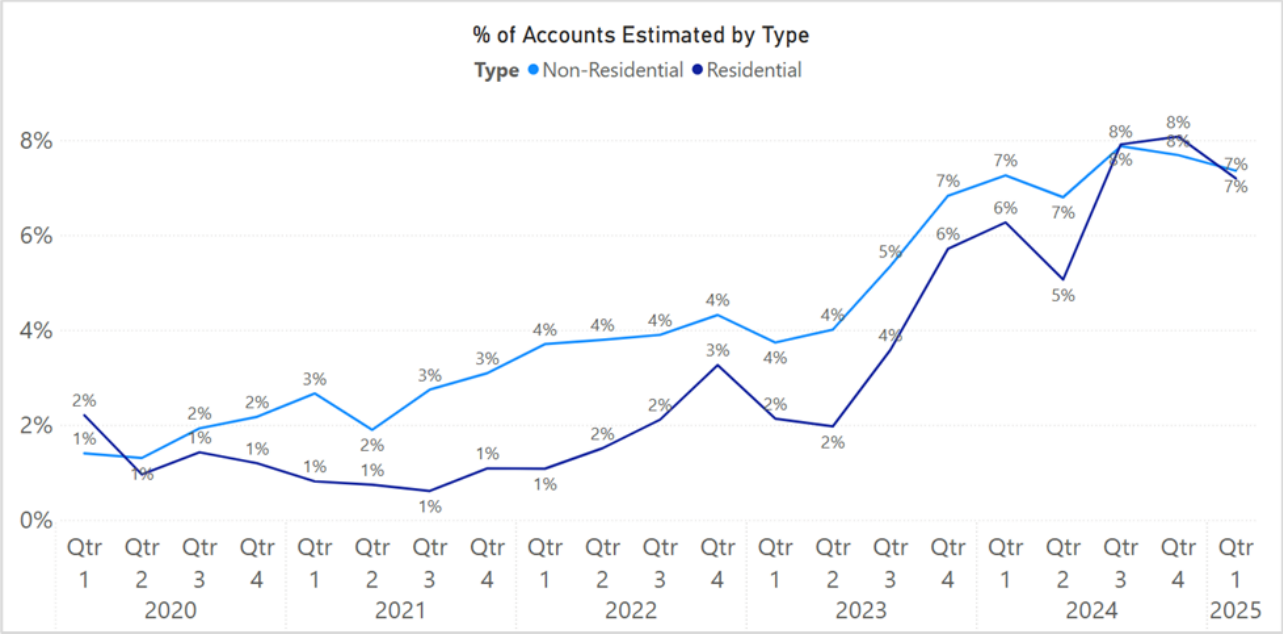
	2018	2019	2020	2021	2022	2023	2024
Non-accounted-for	277	445	1047	1286	1228	1048	1567
DERM: Volume of unmetered uses: Other	555	322	117	190	325	475	676
Real Losses	832	767	1164	1476	1553	1523	2243

- **Estimated Apparent Losses**: Up to **14% of billed consumption**, costing the City between **$1 million and $5.7 million annually** in revenue

Apparent Loss: % of BMAC	Estimated Revenue Losses by Quarter		Average Estimated Revenue Loss per Year
	Min	Max	
2.5%	$202,000	$317,000	$1,038,000
3%	$242,000	$380,000	$1,244,000
5%	$460,000	$630,000	$2,180,000
9%	$720,000	$1,140,000	$3,720,000
14%	$1,130,000	$1,760,000	$5,780,000

Metering and Billing Issues (Apparent Loss)

- **7% of customer bills were estimated** in Q4 2024, vs. AWWA median of 0.6%



- Several large bulk meters lack calibration records

Type	Meter # from Memo 2	Address
Bulk Sales	8	Biscayne Blvd and County Line Rd
Bulk Sales	9	Biscayne Blvd and County Line Rd
Bulk Sales	10	NE 207 St. and 34th Ave. 6
Bulk Sales	11	NE 207 St. and 34th Ave. 6
Bulk Sales	12	NE 207 St. and 34th Ave. 10
Bulk Sales	26	NE 19 Ct. and 20 Ave. at 199 St. 6
Bulk Sales	27	NE 19 Ct. and 20 Ave. at 199 St. 8
Bulk Sales	34	36 Ave. / NE 207 St. 6
Bulk Sales	35	36 Ave. / NE 207 St. 6
Bulk Sales	38	17985 Biscayne Blvd 2
Bulk Sales	39	17985 Biscayne Blvd 2
Bulk Sales	40	20955 Biscayne Blvd 2
Bulk Sales	41	183rd St. at NW 5th Ave. 6
Interconnect	1	2781 NW 151 Street
Interconnect	4	Biscayne Blvd and County Line Rd

- Zero consumption reads and aging meters drive billing inaccuracies

2. Infrastructure Deficiencies (Real Loss)

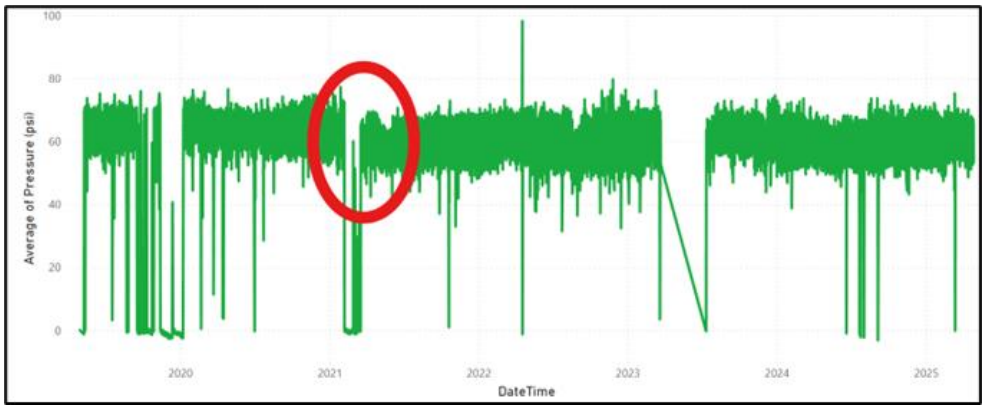
- **$4 million in repairs** due to leaks and breaks between 2020–2025

Asset Type	Description	Category	Cost total	Sum of Gallons Lost
Mains	Repair	Break	$3,566,210	5,356,585,730
Mains	Leak	Break	$160,149	59,500,000
Mains	Inspect Leak	Break	$149,877	59,696,214
Mains	Break	Break	$17,329	1,074,350
SERVLOC	Break	Break	$13,991	1,383,100
Total			**$3,907,556**	**5,478,239,394**

- Real losses exceed the American Water Works Association (AWWA) benchmark of 45.4 gallons per connection/day — NMB is at **125.7**

Source	Real losses per service connection per day
AWWA 75th Percentile	22.25
AWWA Median	32.10
AWWA 25th Percentile	56.07
NMB 2024 Value	**125.7**

- Sudden systemwide pressure drops observed in 2021 may correlate with undetected large-scale leaks



What are We Doing?

In collaboration with InfraSync Technology Services a nationally recognized engineering and technology firm specializing in utility infrastructure and smart water systems, the Finance Department, and NMB Water, we have conducted a full-scale water audit and infrastructure review aligned with **AWWA M36 industry standards**. This work is already yielding actionable insights:

- **Smart Utility Plan** in development
- Full review of all AMI system data
- Financial models showing best- and worst-case loss scenarios
- Site inspections and leak detection planning underway

Next Steps

The team is preparing a comprehensive **Audit and Recommendations Workshop** in August to:

- Final audit findings
- Review root causes of losses
- Finalize infrastructure and AMI system improvement recommendations
- Scope out capital and operational costs
- Establish implementation timelines and phases

The final Smart Utility Plan will include:

- Prioritized projects
- Detailed cost estimates
- Revenue recapture strategies
- Compliance roadmap for state and regional agencies

Preliminary Recommendations

1. Invest in Metering Infrastructure:

- Full replacement of outdated AMI radios and head-end software
- Priority calibration and replacement of large and wholesale meters
- Monthly data audits to reconcile AMI and billing data

2. Fund Real Loss Detection and Repair:

- Deploy smart pressure monitoring at critical system nodes
- District metering areas (DMA) and digital twin simulation
- Accelerate pipeline and service line replacement programs

3. Embed Water Loss Recovery in Budget Strategy:

- Target $2–$5 million in recovered revenue over 3 years
- Use recovered funds to offset rate impacts and infrastructure needs

Closing

The current level of water loss is **financially unsustainable** and technically unacceptable. Every gallon of unbilled or lost water represents either a **missed revenue opportunity** or a **symptom of failing infrastructure**.

We respectfully request that the **City Commission provide direction** to staff on how to proceed with the next phase of corrective actions. Specifically, staff seeks guidance on:

- Whether to **prioritize metering infrastructure modernization** (AMI and large meters)
- Whether to **initiate an implementation of Smart Utilities Application, leak detection, repair, and pipeline upgrades**
- How to **integrate water loss recovery** into upcoming **budget planning and capital prioritization**

Staff will return to the Commission with a full implementation plan and funding strategy during the upcoming workshop. In the meantime, your input and direction will ensure that we move forward in alignment with the City's long-term goals for fiscal responsibility, regulatory compliance, and infrastructure resilience.

Discussion Items
15.4.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	
VIA:	
DATE:	July 15, 2025

RE: Budget Update (Tarik Rahmani, Interim Deputy City Manager)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report

City of North Miami Beach, Florida

MEMORANDUM

TO: Mayor and City Commission
FROM: Seth Ben-Shoshan, Interim Finance Director

DATE: July 15, 2025

RE: Fiscal year 2025-2026 Budget process –Update and Upcoming Workshops

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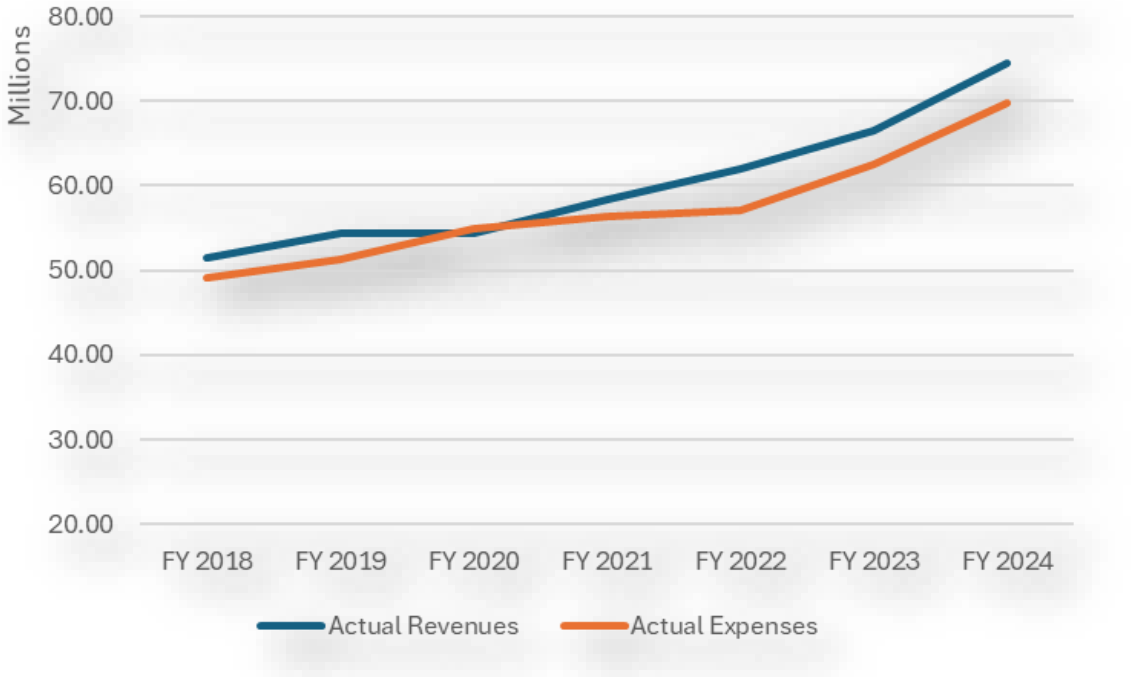
As part of the FY 2025–2026 budget development process, the Finance Department has worked closely with all departments to review and refine budget submissions. Over the past few months, departments have submitted their business plans and budget requests, participated in review sessions with the Budget Committee and City Manager, and presented their operational and capital needs during our June budget hearings.

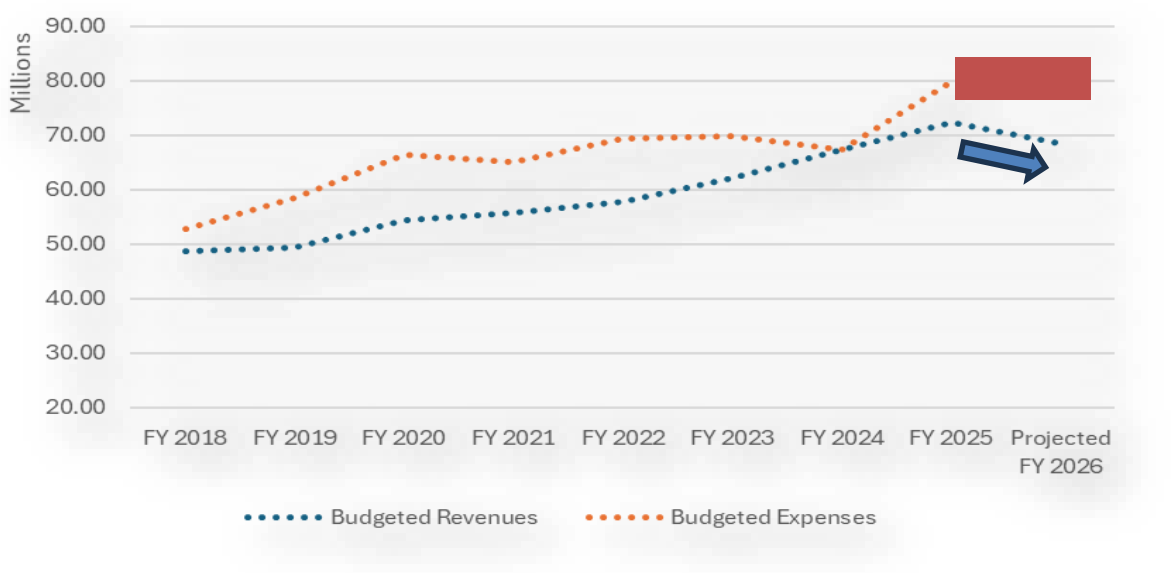
Our goal is to deliver a balanced budget that aligns with the City's strategic priorities and transition to a priority-based budgeting model. Departments were asked to align operations with city strategic goals and justify their budget requests based on measurable outcomes as well as comparison to previous year's actuals.

On July 15, the City Commission will be asked to approve a resolution establishing the proposed FY 2025–2026 millage rate and public hearing dates. That same day, the Finance team will also present a high-level summary of the financial condition of the city's general fund and projected revenues.

The city's actual revenue to expense trend since FY 2018 has been positive as shown below:



However, the city anticipates a reduction in projected revenues for FY26 due to the loss of monies collected from Miami Garden. Furthermore, we have increased budgeted expenses.



Note: FY2026 Projected Budgeted expenses have not yet been finalized.

The city's finance department is projecting approximately $68.4M in General Fund revenues for FY26. In FY24 the city's actual expenses was $68.8M. To be clear FY26 projected revenues would not cover FY24 actual expenses.

The city has consistently been using fund balance (reserves) to balance the budget for many years, however despite this we haven't had to use the General Fund reserves. Fund balance has increased since FY2018 due to departments not using their entire budgets. Next year the risk of using fund balance (reserves) is high in particular because our revenues are decreasing.

Finance's presentation will further explain the condition of the General Fund during the July 15th meeting.

Two formal Commission workshops are scheduled to review the full budget and five-year Capital Improvement Plan: one on August 12 and another on August 26. These workshops will provide an opportunity for Commission feedback, policy direction, and refinement of priorities.

The first public hearing to adopt the FY 2025–2026 budget and millage rate is scheduled for September 8, with the 2nd and final adoption date to be scheduled soon after. A proposed budget book will be provided on September 8th for commission review. The new fiscal year begins October 1.

Please feel free to reach out to me directly with any questions in advance of the July 15 presentation. I look forward to continuing this collaborative process with each of you.

Discussion Items
15.6.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	
VIA:	
DATE:	July 15, 2025

RE: Karl J. Anderson v. The City of North Miami Beach, et al., Case No.: 1:24-CV-24949 (Attorney Joseph Geller, Greenspoon Marder LLP)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

City Manager's Report
16.1.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
305-947-7581
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MEMORANDUM

TO:	Mayor and City Commission
FROM:	
VIA:	
DATE:	July 15, 2025

RE: Miami Gardens v North Miami Beach - Weekly Settlement Claims Administration Progress Update (June 2025)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- MG v NMB Settlement

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: Andrew Plotkin, Assistant City Manager

DATE: July 15, 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. T**he total number of Settlement Notice Packets Mailed is** 16,439
2. **Notice of Settlement Delivery Challenges:**
   - The volume of undeliverable original notice packets remained the same from the previous month.
   - Notice packets remailed on request has increased significantly from 76, in the previous month, to 150.
   - The number of unsuccessful traces has remained the same as the previous month.
3. **Settlement Claims Submissions:**
   - The number of claims received increased slightly over the past month, rising from 3,086 to 3,179.
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

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Category	As of 06/04/2025	As of 06/12/2025	As of 06/19/2025	As of 06/27/2025
Original Notice Packets Undeliverable	107	107	107	107
Traced, New Address Notice Sent	51	51	51	51
Notices to Trace Address Undeliverable	3	3	3	3
Trace Unsuccessful	56	56	56	56
Trace Pending	0	0	0	0
Notice Packets Remailed on Request	76	77	77	150
Remailed Packets Undeliverable	0	0	0	0
Packets Remailed to PO Forward	0	0	0	0
Objections Received	0	0	0	0
Claim Forms Received	3,086	3,096	3,106	3,179

- 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
16.2.

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:	July 15, 2025

RE: NMBPD Monthly Report (June 2025)

Description
BACKGROUND
ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- NMBPD Monthly Report

HIGHLIGHTS & SIGNIFICANT INCIDENTS

NORTH MIAMI BEACH POLICE DEPARTMENT

MONTHLY REPORT

June 2025

Prepared by
Captain Michael Chinchilla
06/30/2025

HIGHLIGHTS & SIGNIFICANT INCIDENTS

ADMINISTRATIVE DIVISION

Recruiting, Academy and Training

- Recruited for a total of 77 hours at various locations in Miami-Dade County. This was at no cost to the City of NMB.

Personnel

- A total of 5 police officers are currently participating in the Field Training Officer Program. One police officer who is supposed to be participating in Field Training is currently out due to shoulder surgery.
- Multiple Interviews for the position of Certified Police Officer, Police Recruit and Police Communications Officer were held. Below is the current list:

Training Attended

- PADI Basic Open Water Diver Course
- Exploring The Sexual & Violent Offender
- ALERRT Level I Train-The-Trainer
- Dignitary Protection Training
- FLA Police Accreditation Training Week
- PER-335 Critical Decision Making Complex Coorindated Attacks
- MGT-310 Jurisdictional Threat & Harzard ID & Risk Assessment
- MGT-414 Critical Infrastructure Resilience & Community LifeLines
- FIND Grant Board Presentation
- Cellebrite Mobile Forensic
- Struggle Well Experience
- 2025 FLA Hostage Negotiators Training Conference
- Breath Test Operator Certification
- Building Leadership & Learning Through Crisis
- Armorer's Course
- Human Trafficking
- FIND Grant Board Presentation
- ALICE Active Shooter Response Training

Communications

- Answered approximately 1,082 incoming calls for police service.

Prepared by
Captain Michael Chinchilla
06/30/2025

HIGHLIGHTS & SIGNIFICANT INCIDENTS

OPERATIONS DIVISION

- **Road Patrol**
  - Calls for Service: 8954; Including: Watch Orders: 2922; Night Eyes: 883; Community Contacts: 936
  - 108 (36 felonies) arrests this month. 798 traffic stops.

- **Notable actions:**

- On June 15, 2025, while working a security detail at Taboo, Officers Pierre and Dorcent were notified of an attempted armed robbery involving two masked suspects. Security staff believed a black Chevrolet Impala circling the area was connected to the incident. Officers later observed the vehicle with no visible tag and conducted a traffic stop. Upon approach, they detected the smell of burnt marijuana and removed both occupants. The passenger was found to have an active bench warrant. A probable cause search revealed a handgun in the center console, a ski mask on the driver's seat, another being worn by the passenger, and a rifle in the trunk. Both individuals, identified as convicted felons with histories of robbery, firearms violations, burglary, and narcotics offenses, were taken into custody. The swift action by the officers likely prevented a violent crime and removed illegal weapons from the streets.

- On June 22, 2025, road patrol units responded to a call for service at 2020 NE 169 Street. The complainant reported actively tracking a missing juvenile using an Apple AirTag. Upon arrival, officers located the juvenile in the company of an adult male subject. After conducting an on-scene investigation, the adult was taken into custody without incident. The juvenile was safely recovered and subsequently released into the care of the complainant. The swift response and coordination by patrol officers ensured the safe return of the juvenile and the apprehension of the involved adult.

- **Trainees on FTOP**
- Officer Samaia completed Phase 5 of the FTO Program.
- Officer Sistrat commenced Phase 4 of the FTO Program.
- Officer Exume commenced Phase 3 of the FTO Program.
- Officer Exume completed Phase 2 of the FTO Program.
- Officers Oldacre and Olibrice completed Phase 3 of the FTO Program.

In response to a recent spike in vehicle-related crimes, including auto thefts (referred to as "26 to vehicles") and tire/rim thefts, Road Patrol implemented a targeted action plan beginning April 7, 2025. The strategy focused on increased visibility and proactive enforcement within high-crime areas, particularly in Zone 1, which was doubled in coverage. Officers were directed to engage in high-visibility patrols using overhead lights

Prepared by
Captain Michael Chinchilla
06/30/2025

and to perform proactive policing between calls for service. The objective was to deter criminal activity and engage with the community more frequently.

Key Outcomes Since April 7, 2025:

- **Watch Orders Issued:** 956
- **Community Contacts:** 378
- **Night Eyes (Nighttime Area Checks):** 658
- **Traffic Stops Conducted:** 336
- **Citations Issued:** 275
- **Subject Checks:** 81
- **Arrests Made:** 60
- **Suspicious Vehicle Investigations:** 61
- **Field Interviews (F.I.'s):** 175

This action plan has proven effective in increasing officer presence, building community trust, and actively deterring criminal activity. The data reflects a strong and ongoing commitment to reducing property crimes and enhancing public safety in the affected neighborhoods.

COMMUNITY PARTNERSHIP DIVISION

Community Policing Unit

- Collaborated with the Public Works Department to clean up debris left by vagrants in the area of Northeast 20th Avenue and Northeast 164th Street.
- Conducted outreach for several days along Northeast 164th Street between Northeast 19th Avenue and Northeast 22nd Avenue. Officers assisted with the removal of vagrants and offered services through the Miami-Dade County Homeless Trust.
- Handled numerous vagrant-related calls throughout the month in various neighborhoods.
- Conducted follow-up with management at Crafty Crab. No incidents have been reported during the review period.
- Participated in the annual Juneteenth Event**,** which was reported as highly successful with no incidents occurring.
- Attended a lemonade stand hosted by Mystic Force Foundation to raise funds for childhood cancer awareness.

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Captain Michael Chinchilla
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HIGHLIGHTS & SIGNIFICANT INCIDENTS

Marine Patrol Unit

- Conducted directed patrol details in Snake Creek Canal and Maule Lake.
- Responded to a sinking vessel in Maule Lake. The owner was identified and, with assistance from the Marine Patrol Unit, the vessel was safely removed.
- Two Marine Patrol officers participated in the “Casting with a Cop” youth outreach event, promoting positive community engagement on the water.

Traffic Enforcement Unit

- Addressed speeding complaints on South Glades Drive.
- Responded to school bus speeding complaints in the Uleta area and near Northeast 169th Street and Northeast 7th Avenue.
- Investigated traffic violations on Northeast 18th Avenue between Northeast 151st Street and Northeast 159th Street.
- Towed numerous abandoned vehicles**.**
- Acquired two new Harley-Davidson police motorcycles for traffic enforcement operations.

Police Athletic League (PAL)

- PAL Summer Camp officially began in June.
- The PAL Dance Program is ongoing, with seventy-five (75) children currently registered.
- The PAL Summer Leadership Program is scheduled to begin on Monday, June 17, 2025.

Police Explorers Program

- Police Explorers are attending the Police Explorer Academy, hosted by the City of Miami**.**
- The academy is scheduled to conclude on Friday, June 27, 2025**,** with a graduation ceremony to be held at the City of Miami PBA Hall**.**

Crime Prevention & Community Engagement

- LGBTQ+ Pride Month (June): Officers attended various events throughout Miami-Dade and Broward Counties in support of LGBTQ+ community engagement and awareness.
- Posted numerous "9PM Routine" crime prevention signs in neighborhoods with increased property crime trends.

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Captain Michael Chinchilla
06/30/2025

HIGHLIGHTS & SIGNIFICANT INCIDENTS

Holiday & Special Event Details

- The Shavuot Holiday Detail was worked without any reported incidents.
- Sergeant Hancsak attended the first planning meeting for the Juneteenth Event at the Littman Theater Amphitheater on Thursday, June 19, 2025**.**
- Acting Major Wilson held an initial planning meeting for National Night Out, scheduled for Tuesday, August 5, 2025**.**

Training & Equipment Updates

- Officer Blatt and Officer Batista are currently attending Basic Dive Certification School to expand the department's underwater response capabilities.
- The department's Mobile Command Post was transported for service to have the generator reinstalled and made fully operational.

Community Engagement & Outreach

- Sergeant Hancsak and Detective Darden provided a guided tour of the Police Departmen**t** to the student selected as Mayor for a Day, offering insight into law enforcement operations and community service.

INVESTIGATIVE DIVISION

- On May 17, 2025, at approximately 2:08 p.m., a 13-year-old male was the victim of an armed robbery near NE 161st Street and Biscayne Boulevard. The victim was waiting for friends on his black electric scooter when an unknown black male, later identified as Charles Charlton Floyd, asked for a ride to a nearby Publix. After returning to the original location, Floyd claimed to have lost his wallet and convinced the victim to ride around the parking lot with him. During the ride, Floyd threatened the victim—implying he had a weapon—and forcibly took the scooter along with the victim's backpack and tools before fleeing southbound. The scooter was equipped with an Apple AirTag that pinged near Opa Locka, including Floyd's residence. Public records confirmed that Floyd, who wore an ankle monitor, was in the vicinity of the robbery during the incident, linking him to the crime. On June 5, 2025, the defendant was taken into custody by TIU.

- On June 11, 2025, at approximately 4:00 p.m., the Tactical Investigation Unit (TIU), working with the North Miami Beach Police Department and the Aventura Special Response Team, executed a narcotics search warrant at the Miami Vape Smoke Shop, 471 Northeast 167th Street, resulting in the seizure of a large quantity of

illegally imported marijuana and THC products and the arrest of an employee involved in their distribution. The investigation began after multiple complaints about illegal drug sales at the location, including transactions involving minors, revealing the business was operating as a front to evade licensing and regulatory laws. Undercover surveillance and controlled purchases identified the employee managing the illicit operation while posing as a legitimate business. After sufficient evidence was gathered and a judge approved the warrant following State Attorney review, the suspect was arrested. Further investigation showed the arrestee had ties to the Latin Kings and other narcotics dealers in the Highland Village area, disrupting local drug networks and enhancing community safety.

- On June 11, 2024, the Detective Bureau responded to a homicide at 2063 NE 163rd Street. Four Black male suspects entered the business, appearing to attempt a robbery. During the incident, one of the subjects pointed a firearm at the victim, causing the victim to flee toward a rear office. The suspect then fired a shot, striking the victim, before all subjects fled the scene in an unknown direction. The victim succumbed to his injuries prior to officers arriving. Detectives conducted a thorough investigation, meticulously reviewing evidence and interviewing witnesses. Through investigative efforts, Detective Daise was able to identify the shooter, who was subsequently placed under arrest on June 18, 2025.
- On Wednesday, June 25, 2025, at approximately 5:30 p.m., the Tactical Intelligence Unit (TIU), with assistance from the North Miami Beach and Aventura Special Response Team, executed a search warrant at Horace Meat & Fish Supermarket, located at 16722 Northeast 6th Avenue, targeting an illegal gambling operation involving the unlawful lottery game “La Bolita.” The investigation began after community complaints and involved undercover surveillance and controlled gambling transactions, which uncovered that suspects were running an illegal lottery business disguised as a legitimate supermarket. As a result of the search, three individuals were arrested and $104,788 in cash was seized, with the funds currently undergoing forfeiture proceedings.
- The Investigations Division made 18 arrests. TIU made 8 felony arrests. DB made 8 felony arrests and 2 misdemeanor arrest.

Prepared by
Captain Michael Chinchilla
06/30/2025

City Manager's Report
16.3.

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, Fl 33162
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www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	
VIA:	
DATE:	July 15, 2025

RE: NMB Water Updates & Highlights (July 2025)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Water Highlights

NMB water
North Miami Beach, FL
Award Winning

Highlights and Achievements

Public Utilities Commission Meeting

July 9, 2025

AGENDA

1. NMB Water Finance
2. Water Quality Control
3. Production & Maintenance
4. Engineering & Infrastructure
5. Materials Control & Equipment
6. Capital Improvement Program
7. NMB Water Highlights
8. Special Presentation – Water Loss Analysis

NMB Water Finance

NMB Water Finance

Budget & Expenditures Overview

NMB Division	Division Name	Total Budget	Actual Expenditures	Remaining Funds
410900	Administration	24,012,571.00	12,907,930.93	10,314,171.82
410901	Lab/Compliance	392,388.00	262,960.50	110,234.65
410904	Norwood Water Plant	12,872,014.00	5,473,810.36	3,469,001.76
410908	Distribution	3,550,970.00	1,964,563.43	1,102,663.50
410909	Maintenance	2,518,016.00	1,323,372.28	873,590.58
410912	Engineering	1,298,071.00	850,731.11	389,521.17
410915	Warehouse	545,248.00	177,057.40	305,611.27
450910	Wastewater	15,964,128.00	10,105,799.24	5,929,048.07
510916	Customer Service	4,162,031.00	2,331,245.76	1,787,271.16

NMB Water Finance

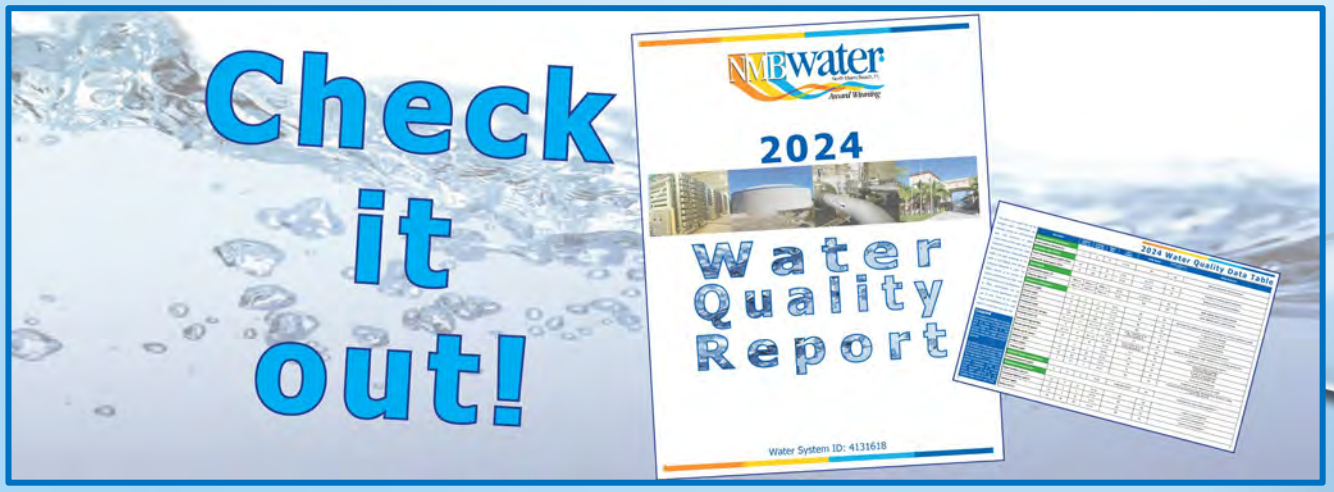
NMB Division	Division Name	# of PO's	PO Ordered	Remaining PO Balance	PO Liquidated
410900	Administration	26	14,020,393.20	7,314,815.71	7,314,815.71
410901	Lab/Compliance	14	137,824.02	41,990.76	95,833.26
410904	Norwood Water Plant	49	7,219,754.34	3,526,565.15	3,693,189.19
410908	Distribution	24	519,355.36	352,635.11	166,720.25
410909	Maintenance	29	1,004,311.79	419,640.76	584,671.03
410912	Engineering	10	74,534.60	53,484.93	21,049.67
410915	Warehouse	33	1,242,436.08	754,604.53	487,831.55
450910	Wastewater	28	871,841.59	676,637.68	195,203.91
510916	Customer Service	16	778,250.44	208,871.34	569,379.10
Grand Total		**229**	**25,868,701.42**	**13,349,245.97**	**9,435,504.48**

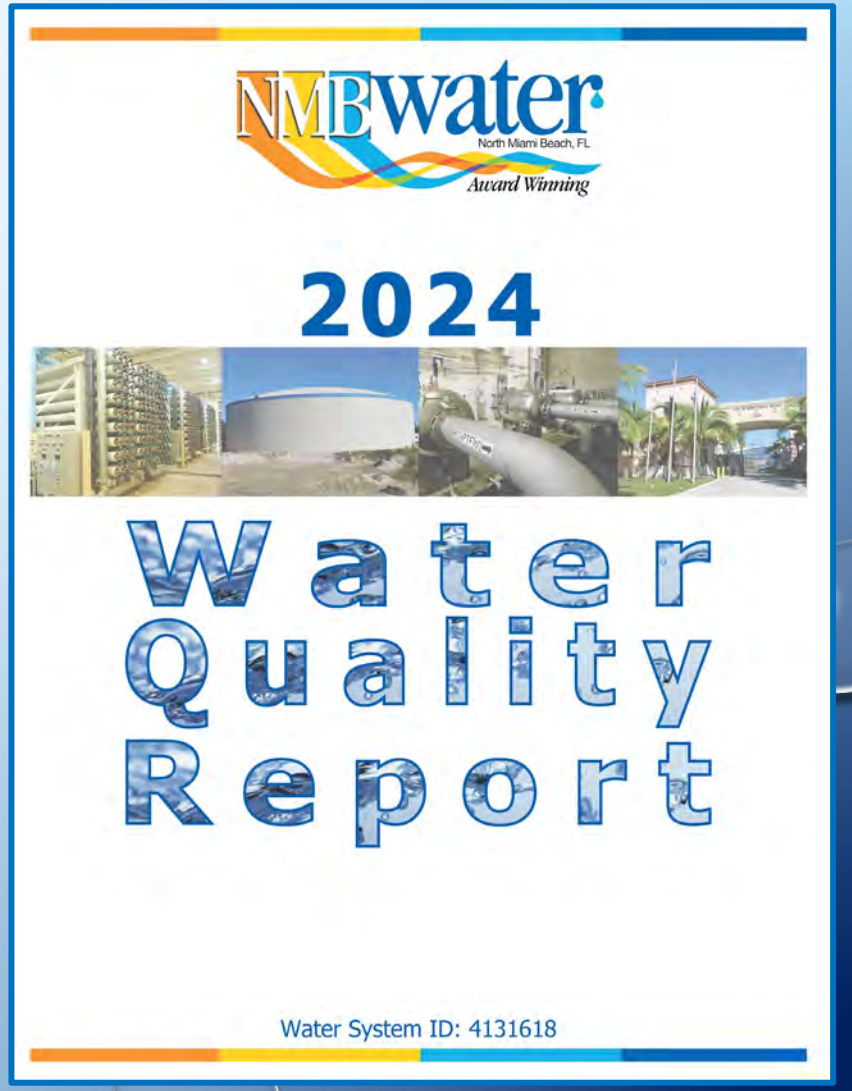
Water Quality Control

Water Quality Control

Accomplishments

- The 2024 Consumer Confidence Reports were published in English, Spanish and Creole as required by the Florida Department of Health and are available on our website.
- NMB Water met or exceeded the safety standards set by the U.S. Environmental Protection Agency (EPA).





Production & Maintenance

Production & Maintenance

Accomplishments

- Total Work Orders Completed
  - 222 Preventive
  - 57 Corrective
  - 10 Enhancement / Upgrades
- The water treatment plant produced over 760 gallons.
- Safety Operations, Quality Control, and Maintenance are working on increasing training, safety programs, and Standard Operating Procedures to limit incidents and improve response times.

Production & Maintenance

Equipment Status Update

- Well 1, 10, 20, 21 and 3F – temporarily out of service.
- VOC Tower #1440 Leaking – Parts arrival estimated for end of July.
- Switchgear #1 – partial communication loss with SCADA. System is operational and pending further troubleshooting for repair.
- Roof ventilation fans for membrane room – Pending updated quotes for repair.
- Slaker #1 – annual cleaning and maintenance.
- Ammonia tanks were painted and cleaned.

Engineering & Infrastructure

Engineering & Infrastructure

Accomplishments

- Locators closed 939 location tickets.
- 24 GIS records request were completed.
- 16 ROW permits were reviewed.
- 27 Plans were reviewed for impact fees.

Highlights

- Completed review of the Aventura Office Center, a 10-level building with retail, office, and 12-unit apartment condo residence in Aventura with inplant and fireflow fees of $454,198.
- Held a pre-construction meeting for a 2" watermain extension on NW 171st Street and NW 29th Avenue.
- PWO and DWO submission to DERM.

Engineering & Infrastructure

Featured Projects

- Design is under way for the NW 159 street water main improvement project from NW 2 to NW 6 Avenue.
- NW 157th Street and NW 6th Avenue FDOT project.
- There are 13 developer projects currently in active Construction / Inspection.

Materials & Equipment

Materials & Equipment

Highlights

- Through recent negotiations with our suppliers and vendors, we secured improved pricing resulting in notable cost savings of $4,022.00.
- Even more critical, we reduced lead times from 8 – 10 weeks to just 1 – 3 weeks, significantly minimizing the risk of stockouts and ensuring continuity in our workflow without operational downtime.
- These improvements directly support our commitment to cost efficiency and supply chain reliability.

Materials & Equipment

Highlights

- Our current focus is on improving inventory control and began with a review of the Zero on Hand report. As part of this initiative, we conducted an audit of high-value inventory items and successfully recovered $39,909.59 worth of materials totaling 103 items, which were added back into stock and prevent from reordering unnecessary inventory items.
- This effort has helped reinforce a more proactive approach within the team. Communication has been strong, and team members are taking greater initiative to prevent issues before they arise marking a positive shift from reactive to proactive inventory management.

Materials & Equipment

Additional Projects

- A meeting with Fastenal was held on July 2 to review the 5S Warehouse Organization project. Andre HoSang and Pedro Melo were present to provide feedback and help assess the project's alignment with operational goals.
- The discussion focused on evaluating the current supply chain status, specifically in relation to inventory levels, PPE, and vendor performance.
- The goal is to identify opportunities for improved organization, streamlined workflows, and greater overall efficiency.

Capital Improvement

Capital Improvement Program

Accomplishments

- **Pinetree Park – North Watermain Replacement**
  - The CIP Team has concluded the 90% Stage Gate Design Review and submitted comments back to the Engineer of Record (EOR).
  - The EOR is currently reviewing the comments and preparing the 100% permit set.
- **Pinetree Park – South Watermain Replacement**
  - The EOR is finalizing the 90% Design submittal for the project, which is expected to be submitted later this month.
- **Norland – Southeast Watermain Replacement**
  - The CIP Team has discussed all relevant comments with the EOR and directed them to proceed with the development of the 100% permit set and begin applying for permits.

Capital Improvement Program

Accomplishments

- **SCADA Rehabilitation**
  - VTScada Contract: On this month's Commission agenda; expected to save ~$280.000 by switching platforms.
  - Grinder Station RTUs: Installation underway to meet DERM compliance.
  - Fiber Testing: GSA cooperative contract initiated to inspect all fiber optic lines at the treatment plant.

Capital Improvement Program

- **Corona del Mar Collection System (Private Laterals)**
  - With direction from the Interim NMB City Manager, the program registration period will be ending on August 29, 2025.
  - After that date, the property owner will be responsible to cover all costs related to the sewer system connection.

Capital Improvement Program

- **Washington Park**
  - Overall, 83% completed.
  - The force main portion of work is completed.
  - Contractor completed the pressure testing of the Force Main
  - The contractor has made progress on the lift station section of work despite supply chain and vendor coordination issues.
- **Corona del Mar Collection System (Private Laterals)**
  - 27 properties have started the construction phase.
  - 32 properties are in permitting process which still need to go through various agencies.
- **Bunche Park Watermain Rehabilitation**
  - The CIP Team has completed all the Water Main installation and is actively connecting all of Water services.
- **Master Pump Station #4 Force Main Re-routing**
  - Conducted final pressure test
- **Bell Gardens Force Main Replacement**
  - Contractor is preparing for HDD operation to cross NW 199th St.

Capital Improvement Program

- **Eastern Shores Watermain System Rehabilitation (Phase 2)**
  - Contractor completed punch list items and restoration.
  - Project close out is underway.
- **Operations Center Pump Station Improvements**
  - Motor Control Centers (MCC) were delivered on June 16, 2025, a few weeks ahead of schedule.
  - Finalizing all the wiring for the MCC and VFDs. Contractor is working on start up procedure which will need to be approved by City.
- **Norwood Water Treatment Plant Improvements**
  - Wiring the VFDs for the High Service Pumps
  - Process piping installation for High Service Pump
  - Finish interior build for Workshop
- **Production Wells**
  - Contractor has reached Final completion, in the process of submitting all close out documentation.

NMB Water Highlights

NMB Water Highlights

City Commission – Water Related Agenda Items

- Water & Sewer Accounts (Second Reading)
- 20-Year Capital Improvement Plan
- SCADA Implementation
- Sprypoint Contract Amendment

- **Upcoming Consent Agenda Items**
  - Core & Main (Sole Source)

NMB Water Highlights

Current NMB Water Sustainability Practices in Action

- **Energy Efficiency Improvements**
  - Installation of Variable Frequency Drives (VFDs) across key pump stations and treatment processes to reduce energy consumption.
  - Optimization of operational schedules based on system demand, reducing peak load usage.

- **Modernization & Digitalization**
  - SCADA system upgrades to enable real-time monitoring and control, improving operational efficiency and reducing unnecessary system run times.
  - Integration of remote telemetry units and flow meters to reduce manual inspections and energy-intensive operations.

- **Chemical Optimization**
  - Process audits to adjust chemical dosing and reduce overuse of coagulants, disinfectants, and other additives.
  - Use of nanofiltration for PFAS and other contaminant removal, minimizing chemical reliance and improving treated water quality.

NMB Water Highlights

- **Water Loss Control**
  - Upgraded leak detection technologies and targeted field inspections to reduce non-revenue water and protect valuable resources.
  - Use of AMI data to proactively identify abnormal consumption patterns and initiate corrective actions.

- **Sustainable Design & CIP Planning**
  - Incorporating energy- and material-efficient solutions into capital projects.
  - Long-term planning aligned with climate resilience and regulatory adaptation.

Additional Initiatives

- Modernization and Digitalization Efforts
- Chemical Use Optimization
- Sustainability in Project Design
- Advanced Metering Infrastructure (AMI)
- Leak Detection Program

NMB Water Highlights

Special Presentation

- Infrasync Technology Services – Water Loss Analysis

NMB water
North Miami Beach, FL
Award Winning

Thank You

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:	July 15, 2025

RE: Capital Improvement Program (CIP) Portfolio Dashboard

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Capital Improvement Program

*Note: *Excludes CIP Projects/Assets managed by NMB Water/Sewer*

Capital Improvement Program Portfolio Dashboard

Click link below to view CIP GIS Map:

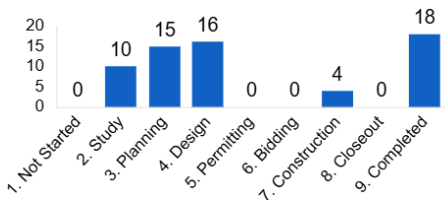
GIS Map: Where are CIP Projects

CIP - Portfolio Summary

Total Projects: 63

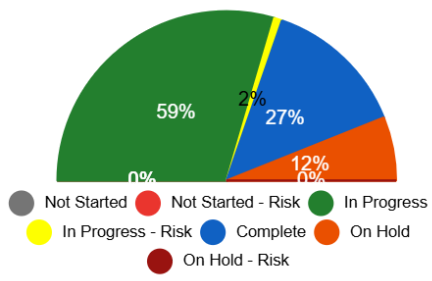
Total Budget: $45,798,747

Count of Projects by Phase



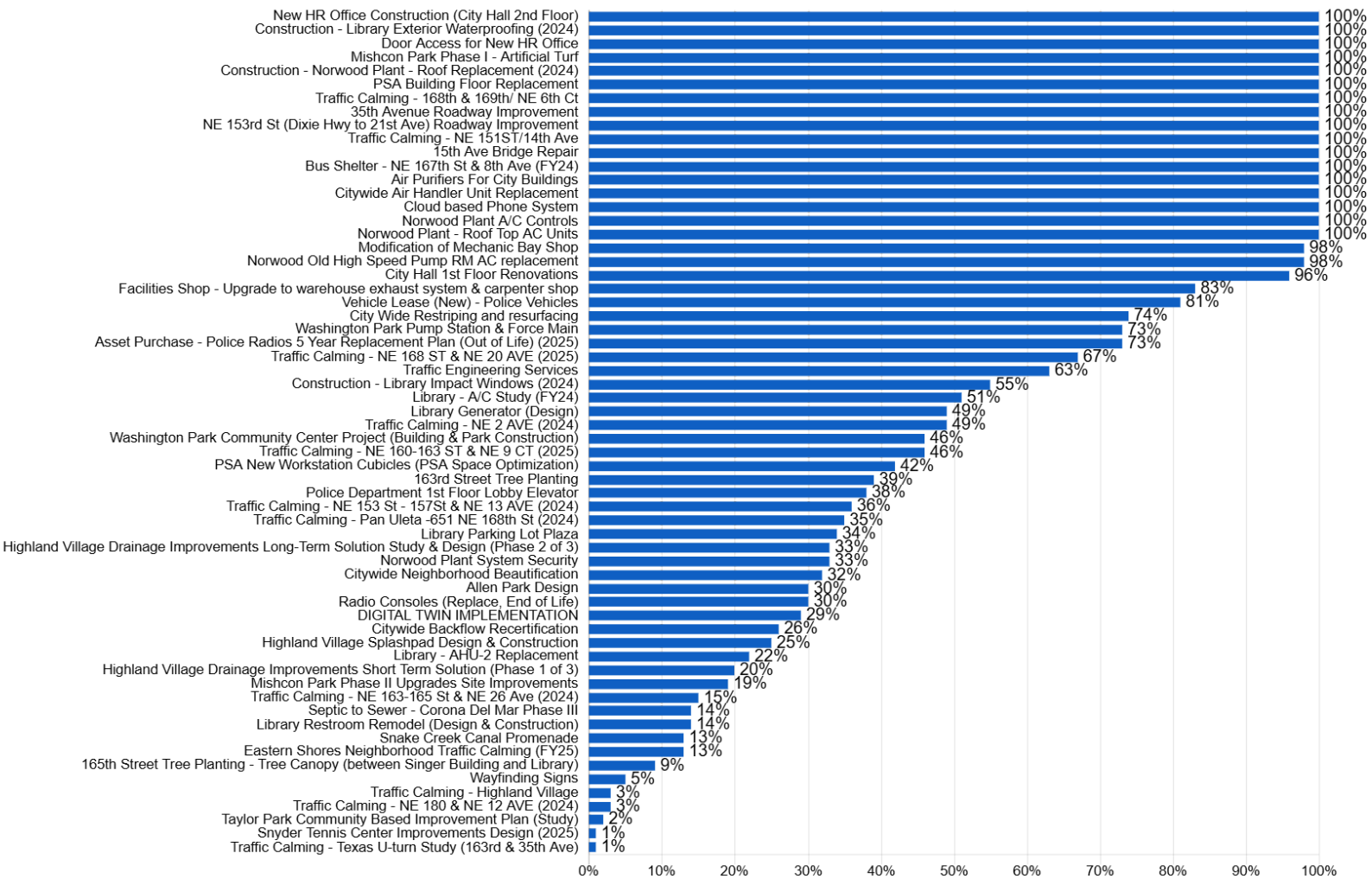
Not Started	**$0.00**
Study	**$2,903,250.00**
Planning	**$2,803,715.42**
Design	**$30,996,248.00**
Permitting	**$0.00**
Bidding	**$0.00**
Construction	**$2,153,200.00**
Closeout	**$0.00**
Completed	**$6,942,333.71**

% 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)	Actual (s)	Type
Total							Count **63**	Sum **$45,798,747**	Sum **$8,041,675.88**	
Current Phase **2. Study**							Count **10**		Sum **$2,903,250**	Sum **$23,000.00**	
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	Received drawings back from vendor. Working on a meeting to get further clarification on scope and to answer questions prior to stakeholders meeting.	In Progress - Risk	07/01/24	06/30/25	51%	$43,250	$23,000.00	Const Impro
Library Generator (Design)	1601 NE 164 St	Design and installation of Generator for Emergency power	Plans have been completed and reviewed by City staff. The plans are now being prepared for permitting.	In Progress	10/07/24	02/13/26	49%	$160,000	$0.00	Good (Furn Equip Softw
163rd Street Tree Planting	163rd Street between 12th Ave. and W. Dixie Highway.	plant trees on 163rd. Not resolved yet	Coordination with FDOT is ongoing to ensure the design proposal captures the full scope of work needed for the design phase of the project. The design team submitted comment which were responded to by FDOT. The design team is reviewing their proposal for resubmission to the city. The city is requesting another meeting with FDOT to request a Permit waiver for this project.	In Progress	10/01/24	09/30/25	39%	$350,000	$0.00	Lands
Citywide Backflow Recertification		Citywide Backflow Certification	Working with Utilities to obtain citywide list of backflows	In Progress	10/01/24	09/30/25	26%	$20,000	$0.00	Good (Furn Equip Softw
Library - AHU-2 Replacement	1601 NE 164 St	Revitalization and renovation of Laffe Allen Library	Awaiting completed study from engineers. Results from the study may alter scope of work and cost.	In Progress	09/02/24	05/01/26	22%	$200,000	$0.00	Good (Furn Equip Softw
Snake Creek Canal Promenade	Snake Creek Canal between 15th and FEC Right of Way	Design feasible program improvements for Snake Creek Canal Promenade.	Traffic Engineer Feasibility is 100% complete. Counts were taken and project roadway changes appear to be feasible. Went to CRA Board in April and was approved. Obtaining proposal from a CCNA Architect for project design, construction documents services and traffic Engineering services.	On Hold	10/01/24	08/31/26	13%	$300,000	$0.00	Lands
Eastern Shores Neighborhood Traffic Calming (FY25)	Eastern Shores	Design of raised intersection 35th ave and design of speed humps	The P.O was approved the week of 6/11/25 and delivered to the design team for design commencement. Project design is in progress.	In Progress	10/01/24	04/28/26	13%	$700,000	$0.00	Const Proje
Taylor Park	Taylor Park	Create a community-approved plan to	Site is under environmental remediation.	On Hold	10/17/24	09/30/25	2%	$250,000	$0.00	Park

Community Based Improvement Plan (Study)		rebuild Taylor Park.	CRA has approved $250k for study and design. Waiting on environmental.							Plann
Snyder Tennis Center Improvements Design (2025)	16851 West Dixie Hwy	Community charrette to get vision for Tennis Center and Park, and do design drawings.	Tennis Center has gone out for an RFQ for a Public Private Partnership. The qualified bidders will be invited to bid on the project.	On Hold	10/01/24	09/30/25	1%	$180,000	$0.00	Const Impro
Traffic Calming - Texas U-turn Study (163rd & 35th Ave)	163rd St/35 Ave	Texas U-turn that provides for westbound NE 163rd Street traffic to make a right turn into the property prior to reaching NE 35th Avenue. Eastbound traffic will continue to enter the property from a left turn onto NE 35th Avenue.	Study has been approved by City Commission for FY25. Procurement department has initiated an RFQ for this project. The RFQ will be presented to the Commission on 7/15/25.	In Progress	04/30/25	08/16/28	1%	$700,000	$0.00	Const Proje
Current Phase **3. Planning**				Count **15**				Sum **$2,803,715**	Sum **$378,215.42**	
Modification of Mechanic Bay Shop		Modification of Fleet Mechanic Bay Shop	Fleet Division is working with Facilities Division on this project. project is ongoing.	In Progress	10/01/24	09/30/25	98%	$15,000	$0.00	Const Impro
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	Units are installed and running, waiting on final inspections	In Progress	10/01/24	09/12/25	98%	$160,000	$0.00	Const Impro
Facilities Shop - Upgrade to warehouse exhaust system & carpenter shop	Operations Center	Upgrade fleet exhaust system & carpenter shop	PO has been issued. Work is ongoing.	In Progress	10/01/24	08/29/25	83%	$20,000	$0.00	Const Impro
Traffic Engineering Services		Traffic Engineering Services	This project is ongoing. The draft report is being circulated for review by the stakeholders.	In Progress	10/01/24	12/24/25	63%	$45,000	$0.00	Const Proje
Kevin R. Sims Aquatic Center at Victory Park Lighting Upgrade to LED			Project is in procurement and permitting phase and is proposed to start in August 2025 due the high volume of current users. The project should take about 2 months to complete.	In Progress	10/14/24	09/30/25	61%	$125,000	$0.00	Const Buildi
PSA New Workstation Cubicles (PSA Space Optimization)	17050 ne 19th Ave	PSA Building Reconfiguration	Revisions were made to customize the space and make it more functional for its users. This will be presented at the next commission meeting.	In Progress	10/01/24	06/16/26	42%	$225,000	$0.00	Const Impro
Police Department 1st Floor Lobby Elevator	Police - 16901 NE 19th Avenue	Upgrade to Mechanics and Cab	Working on locating additional funding for additional 12K. Spoke with Finance about possible funding sources.	In Progress	01/31/25	09/30/25	38%	$150,000	$0.00	Const Impro
Citywide Neighborhood Beautification	163rd St + Hansford Blvd	Beautification of 163rd St & major corridors (trees, landscaping, irrigation, corridor sidewalks) 163rd street wall	Coordination with FDOT is ongoing to ensure the design proposal captures the full scope of work needed for the design phase of the project. The design team submitted comment which were responded to by FDOT. The design team is reviewing their proposal for resubmission to the city. The city is requesting another meeting with FDOT to request a Permit waiver .	In Progress	10/01/24	12/30/25	32%	$500,000	$55,000.00	Lands
Allen Park Design		Allen Park Design	The design team is working on the designs following coordination with City Staff. City Manager's office will be presenting the proposed design plans to the commission within the next month.	In Progress	10/01/24	09/30/25	30%	$40,000	$0.00	Const Impro
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. Project scope is currently being reviewed by staff.	In Progress	11/06/24	12/31/25	29%	$755,500	$0.00	Vehic Purch
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	$0.00	Const Impro
Highland Village Splashpad Design & Construction		Increase recreational facilities for community children	The drainage plans have been 95% complete. The plans are currently going through permitting.	In Progress	12/02/24	07/13/26	25%	$323,215	$323,215.42	Const Impro
Julius Littman Theater for the Performing Arts Lighting Equipment Replacement			Requisition is going through the procurement process.	In Progress	10/18/24	09/30/25	21%	$50,000	$0.00	Good (Furn Equip Softw
Library Restroom Remodel (Design & Construction)	16901 NE 19TH AVE	Upgrade restroom to family/ADA restroom. Gain access through exterior of building	EXP U.S. Services, Inc. are working on the designs. They are preparing the 50% design plans scheduled to be done by 7/31/2025. Full designs are expected to be completed by 10/01/25. This will be followed by permitting.	In Progress	02/17/25	06/12/26	14%	$100,000	$0.00	Const Impro
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	$0.00	ROW
Current Phase **4. Design**				Count **16**				Sum **$30,996,248**	Sum **$545,938.75**	
City Hall 1st Floor Renovations	17011 NE 19th AVE	City Hall First Floor Renovations (Lobby Floors & Bathroom Upgrade)	Project near completion. Completion is expected with a month.	In Progress	10/15/24	01/30/26	96%	$273,000	$0.00	Const Impro
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	The permit is approved. The plans have been sent to the Procurement Department to begin the bidding process.	In Progress	01/01/24	02/02/26	67%	$250,000	$0.00	Const Proje
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	The P.O was approved the week of 6/11/25 and delivered to the design team for design commencement. Project design is in progress.	In Progress	10/02/23	07/21/26	49%	$70,000	$0.00	Const Proje
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 2 • The Procurement Department with the assistance of the Engineer of Record; KCI, completed an RFQ for Phase 2 construction to source qualified, experienced, financially stable construction firms. The solicitation was advertised on April 7, 2025, and nine (9) responses were received and are currently being evaluated. The subsequent bidding phase is underway and will be advertised in July for pricing from the qualified responding construction firms. This process will be followed by an award of the contract. This is being done to expedite the bidding process while the permitting process is ongoing. • The permitting process is on-going. Derm water main extension is approved. Miami-Dade County's Fire Department provided comments related to the building interior layout. Plan revisions and resubmittals to Florida Department of Health (FDOH) were made. Additional comments from Miami-Dade County's Fire Department were received and the revised plans are scheduled to be resubmitted the week of 7/8/25 for Permit approval This is required prior to FDOH submittal. • Following the county's permit approval, the plans will be resubmitted to the City of NMB Building Department for further review approval. After all approvals are completed, the updated plans will be sent to the procurement department. • Delays in obtaining permit approval may result in a delay to the completion date. An update to the overall schedule will be done	In Progress	02/01/23	11/18/26	46%	$27,933,683		Const Buildi

			following the permit approval.							
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 Terrce 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.	The P.O was approved the week of 6/11/25 and delivered to the design team for design commencement. Project design is in progress.	On Hold	01/31/24	09/15/26	46%	$104,040	$30,000.00	Consl Proje
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	The P.O was approved the week of 6/11/25 and delivered to the design team for design commencement. Project design is in progress.	In Progress	01/09/24	02/26/27	36%	$908,500	$8,500.00	Consl Proje
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 in FY24. The P.O was approved the week of 6/11/25 and delivered to the design team for design commencement. Project design is in progress.	In Progress	08/01/23	06/23/26	35%	$182,460	$97,540.00	Consl Proje
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%). Design is still ongoing	In Progress	10/01/24	09/30/25	34%	$200,000	$0.00	Consl Impro
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 (Installation of pipes, Upgrading Hydraulic System, installing catch basins, Backflow Preventer)	Three design options were presented to the city by the Engineer of Records. After staff review, option B is being recommended. This option includes design for additional drainage pipe installation and rehabilitation of existing injection well. This project has been included in the FY26 Budget requests for design funding.	In Progress	01/30/24	02/26/27	33%		$272,789.00	Consl Proje
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	$0.00	Consl Impro
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. Design of this Phase of the project is completed. RFQ went out on Monday 4/7. CIP Staff is working with Procurement Department to get the documentation ready for the bidding process. A grant is being pursued for the construction of this project.	In Progress	02/12/24	10/27/27	20%	$0	$130,241.00	Consl Proje
Mishcon Park Phase II Upgrades Site Improvements	Mishcon Park	Upgrade to restrooms, concession, dugouts and other amenities	Work has started. Additions have been made to the scope and so, the vender is reviewing the proposal. After the proposals have been received, the procurement process for this final stage of the work will commence.	In Progress	10/18/24	04/29/26	19%	$95,000	$0.00	Consl Impro
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	The P.O has been approved. This project is currently in design phase.	On Hold	11/11/22	11/09/26	15%	$179,675	$0.00	Consl Proje
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.	Project pending land survey this should be followed by preliminary conceptual design.	In Progress	10/01/24	09/30/25	9%	$250,000	$0.00	Lands
Traffic Calming - Highland Village	Highland Village	Master plan to convert streets to one way network, with bike lanes on both sides. Awaiting Drainage work to be complete prior to moving forward. Awaiting proposal for design from CMA	Re-striping of the streets was done. The balance of the project on Hold and will be done after the proposed Drainage Improvement work. ETA for Drainage completion FY27	On Hold	12/01/22	12/31/27	3%	$250,000	$6,868.75	Consl Proje
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	The P.O was approved the week of 6/11/25 and delivered to the design team. The project design is in progress.	On Hold	11/11/22	04/30/27	3%	$112,000	$0.00	Consl Proje
Current Phase **7. Construction**				Count **4**				Sum **$2,153,200**	Sum **$309,269.00**	
City Wide Restriping and resurfacing		Milling, resurfacing and restriping of streets that are presently in a poor state of repair/ poor condition.	To date resurfacing of the following locations has been done: (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). The team is currently reviewing some locations to get additional striping done.	In Progress	10/01/24	09/30/25	74%	$373,200	$0.00	Restr
Washington Park Pump Station & Force Main	Washinton Park	Pump Station and force main	Force Main and Lift Station • Overall, the project is approximately 83% complete • The force main portion of work is complete. • The contractor has made progress on the lift station section of work despite supply chain and vendor coordination issues. • Contractor submitted their sixth invoice. • EOR completed review of all outstanding Submittals and RFI's. Force Main Installation o 10" Force Main Installation • The entire length of the10-inch Force Main has been completed. • Force main has been tied into the system. • Contractor has completed the pressure testing of the Force Main. • Contractor installed the sewer manholes and the Air Release Valves (ARV's)	In Progress	07/06/23	12/10/25	73%	$0	$309,269.00	Consl Proje
Construction - Library Impact Windows (2024)	1601 NE 164 St	Revitalization and renovation of Laffe Allen Library	The permitting process is ongoing. The package was submitted to the City of NMB Building Dept and the County for permit approval.	In Progress	10/01/24	02/03/27	55%	$330,000		Consl Impro
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 septics.	The resident properties permitting is being done with the county in batched. The process encountered permit approval delays, but it is still progressing.	In Progress	08/01/24	09/30/25	14%	$1,450,000	$0.00	Consl Proje
Current Phase **9. Completed**				Count **18**				Sum **$6,942,334**	Sum **$6,785,252.71**	
New HR Office Construction (City Hall 2nd Floor)	17011 NE 19th AVE	Faciltiy Renovation (Human Resources)	Project Complete	Complete	10/01/23	05/31/24	100%	$616,144	$616,144.23	Consl Impro
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	$114,752.00	Consl Impro
Door Access for New HR Office	17011 NE 19th AVE	Faciltiy Renovation (Human Resources)	Completed	Complete	04/17/24	10/25/24	100%	$7,000	$7,000.00	Good (Furn

										Equip Softw
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	$2,608,313.90	Consl Buildi
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	$552,265.00	Consl Impro
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	$190,000.00	Consl Impro
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	$17,478.60	Consl Proje
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	$1,243,390.77	Restr
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	$653,904.21	Restr
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	$422,822.00	Consl Proje
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	$27,440.00	Consl Buildi
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	$0.00	Consl Buildi
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	$23,474.00	Consl Buildi
Air Purifiers For City		Safety and Health, remove impurities	Completed	Complete	10/07/24	03/31/25	100%	$102,131	$100,000.00	Consl

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 **3**						Sum **$1,325,300**	
Status **In Progress**		Count **3**						Sum **$1,325,300**	
Vehicle Lease (New) - Police Vehicles	Police Department	Vehicles are at end of life due	Vehicles Ordered. Unmarked vehicles have been received. About 50% of the marked vehicles have been received and the ETA for the balance is September 2025.	In Progress	10/01/24	08/28/25	81%	$800,000	Vehicle/Equipment Purchase
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	All Radios and related devices have been purchased. The radios are now being programmed and will be delivered to the Police Department by the End of August.	In Progress	10/01/24	09/26/25	73%	$433,300	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	Radio consoles have been purchased and have a current lead time of about 2 weeks.	In Progress	10/01/24	09/30/25	30%	$92,000	Goods & Services (Furniture, Fixture, Equipment, Hardware, Software)

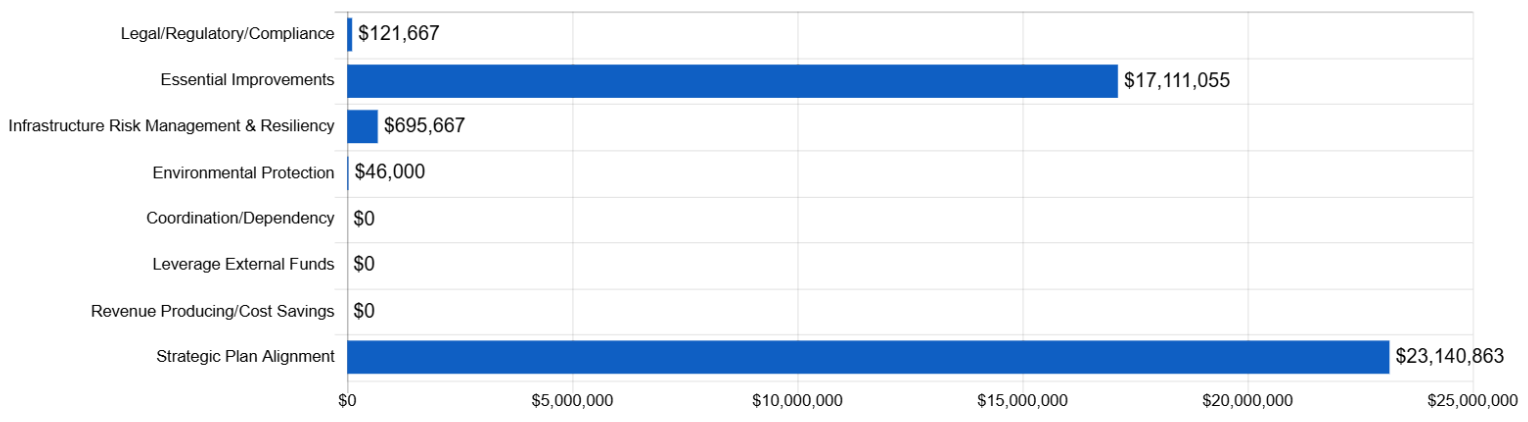
Construction Proj Only (Construction Est Schedule)

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 **$35,177,663**	
Construction (Quarter) **Q1 (Oct-Dec)**		Count **6**						Sum **$2,173,200**	
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	Units are installed and running, waiting on final inspections	In Progress	10/01/24	09/12/25	98%	$160,000	Construction - Build Improvements
Facilities Shop - Upgrade to warehouse exhaust system & carpenter shop	Operations Center	Upgrade fleet exhaust system & carpenter shop	PO has been issued. Work is ongoing.	In Progress	10/01/24	08/29/25	83%	$20,000	Construction - Build Improvements
City Wide Restriping and resurfacing		Milling, resurfacing and restriping of streets that are presently in a poor state of repair/ poor condition.	To date resurfacing of the following locations has been done: (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). The team is currently reviewing some locations to get additional striping done.	In Progress	10/01/24	09/30/25	74%	$373,200	Restriping/Resurfac
Washington Park Pump Station & Force Main	Washinton Park	Pump Station and force main	Force Main and Lift Station • Overall, the project is approximately 83% complete • The force main portion of work is complete. • The contractor has made progress on the lift station section of work despite supply chain and vendor coordination issues. • Contractor submitted their sixth invoice. • EOR completed review of all outstanding Submittals and RFI's. Force Main Installation	In Progress	07/06/23	12/10/25	73%	$0	Construction/Infrast Projects Utility

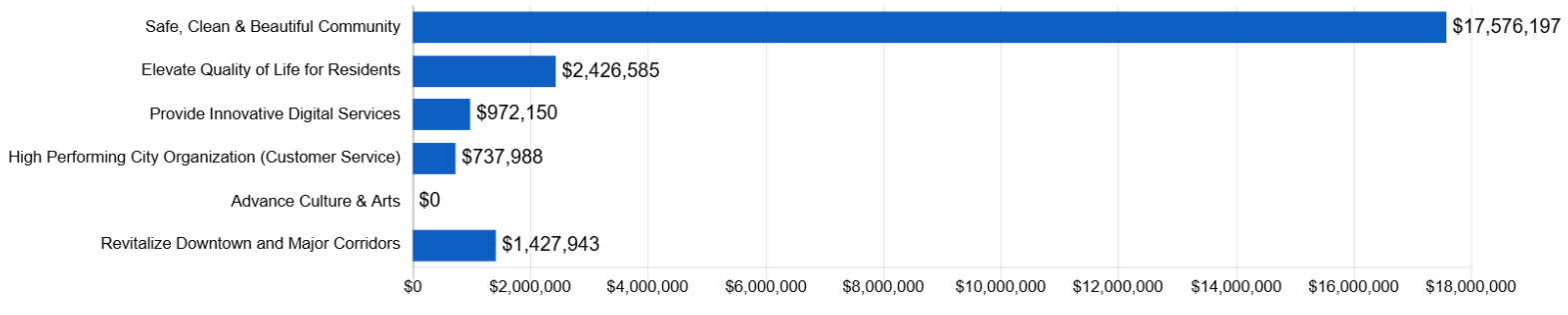
			Force Main Installation o 10” Force Main Installation • The entire length of the10-inch Force Main has been completed. • Force main has been tied into the system. • Contractor has completed the pressure testing of the Force Main. • Contractor installed the sewer manholes and the Air Release Valves (ARV’s)						
Traffic Engineering Services		Traffic Engineering Services	This project is ongoing. The draft report is being circulated for review by the stakeholders.	In Progress	10/01/24	12/24/25	63%	$45,000	Construction/Infrast Projects Traffic Calr
Kevin R. Sims Aquatic Center at Victory Park Lighting Upgrade to LED			Project is in procurement and permitting phase and is proposed to start in August 2025 due the high volume of current users. The project should take about 2 months to complete.	In Progress	10/14/24	09/30/25	61%	$125,000	Construction - Non Building
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 septics.	The resident properties permitting is being done with the county in batched. The process encountered permit approval delays, but it is still progressing.	In Progress	08/01/24	09/30/25	14%	$1,450,000	Construction/Infrast Projects Utility
Construction (Quarter) **Q2 (Jan - Mar)**		Count **3**						Sum **$930,000**	
Construction - Library Impact Windows (2024)	1601 NE 164 St	Revitalization and renovation of Laffe Allen Library	The permitting process is ongoing. The package was submitted to the City of NMB Building Dept and the County for permit approval.	In Progress	10/01/24	02/03/27	55%	$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 FDOT is ongoing to ensure the design proposal captures the full scope of work needed for the design phase of the project. The design team submitted comment which were responded to by FDOT. The design team is reviewing their proposal for resubmission to the city. The city is requesting another meeting with FDOT to request a Permit waiver for this project.	In Progress	10/01/24	09/30/25	39%	$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.	Project pending land survey this should be followed by preliminary conceptual design.	In Progress	10/01/24	09/30/25	9%	$250,000	Landscaping
Construction (Quarter) **Q3 (Apr - Jun)**		Count **8**						Sum **$29,287,033**	
City Hall 1st Floor Renovations	17011 NE 19th AVE	City Hall First Floor Renovations (Lobby Floors & Bathroom Upgrade)	Project near completion. Completion is expected with a month.	In Progress	10/15/24	01/30/26	96%	$273,000	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	The P.O was approved the week of 6/11/25 and delivered to the design team for design commencement. Project design is in progress.	In Progress	10/02/23	07/21/26	49%	$70,000	Construction/Infrast Projects Traffic Calr
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 2 • The Procurement Department with the assistance of the Engineer of Record; KCI, completed an RFQ for Phase 2 construction to source qualified, experienced, financially stable construction firms. The solicitation was advertised on April 7, 2025, and nine (9) responses were received and are currently being evaluated. The subsequent bidding phase is underway and will be advertised in July for pricing from the qualified responding construction firms. This process will be followed by an award of the contract. This is being done to expedite the bidding process while the permitting process is ongoing. • The permitting process is on-going. Derm water main extension is approved. Miami-Dade County's Fire Department provided comments related to the building interior layout. Plan revisions and resubmittals to Florida Department of Health (FDOH) were made. Additional comments from Miami-Dade County's Fire Department were received and the revised plans are scheduled to be resubmitted the week of 7/8/25 for Permit approval This is required prior to FDOH submittal. • Following the county's permit approval, the plans will be resubmitted to the City of NMB Building Department for further review approval. After all approvals are completed, the updated plans will be sent to the procurement department. • Delays in obtaining permit approval may result in a delay to the completion date. An update to the overall schedule will be done following the permit approval.	In Progress	02/01/23	11/18/26	46%	$27,933,683	Construction - New Building
Police Department 1st Floor Lobby Elevator	Police - 16901 NE 19th Avenue	Upgrade to Mechanics and Cab	Working on locating additional funding for additional 12K. Spoke with Finance about possible funding sources.	In Progress	01/31/25	09/30/25	38%	$150,000	Construction - Build Improvements
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 in FY24. The P.O was approved the week of 6/11/25 and delivered to the design team for design commencement. Project design is in progress.	In Progress	08/01/23	06/23/26	35%	$182,460	Construction/Infrast Projects Traffic Calr
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%). Design 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
Citywide Backflow Recertification		Citywide Backflow Certification	Working with Utilities to obtain citywide list of backflows	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
Julius Littman Theater for the Performing Arts Lighting Equipment Replacement			Requisition is going through the procurement process.	In Progress	10/18/24	09/30/25	21%	$50,000	Goods & Services (Furniture, Fixture, Equipment, Hardwa Software)
Construction (Quarter) **Q4 (Jul - Sept)**		Count **10**						Sum **$2,464,215**	
Modification of Mechanic Bay Shop		Modification of Fleet Mechanic Bay Shop	Fleet Division is working with Facilities Division on this project. project is ongoing.	In Progress	10/01/24	09/30/25	98%	$15,000	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	The permit is approved. The plans have been sent to the Procurement Department to begin the bidding process.	In Progress	01/01/24	02/02/26	67%	$250,000	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 Terrce with NE 9th Court. Only adding	The P.O was approved the week of 6/11/25 and delivered to the design team for design commencement. Project design is in progress.	On Hold	01/31/24	09/15/26	46%	$104,040	Construction/Infrast Projects Traffic Calr

		crosswalks and speedbumps. Unfunded FY24 Study recommendation results speed humps, signage, new crosswalk. CMA is pending to submit a fee proposal for design.							
PSA New Workstation Cubicles (PSA Space Optimization)	17050 ne 19th Ave	PSA Building Reconfiguration	Revisions were made to customize the space and make it more functional for its users. This will be presented at the next commission meeting.	In Progress	10/01/24	06/16/26	42%	$225,000	Construction - Build Improvements
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	The P.O was approved the week of 6/11/25 and delivered to the design team for design commencement. Project design is in progress.	In Progress	01/09/24	02/26/27	36%	$908,500	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	Coordination with FDOT is ongoing to ensure the design proposal captures the full scope of work needed for the design phase of the project. The design team submitted comment which were responded to by FDOT. The design team is reviewing their proposal for resubmission to the city. The city is requesting another meeting with FDOT to request a Permit waiver .	In Progress	10/01/24	12/30/25	32%	$500,000	Landscaping
Mishcon Park Phase II Upgrades Site Improvements	Mishcon Park	Upgrade to restrooms, concession, dugouts and other amenities	Work has started. Additions have been made to the scope and so, the vender is reviewing the proposal. After the proposals have been received, the procurement process for this final stage of the work will commence.	In Progress	10/18/24	04/29/26	19%	$95,000	Construction - Build Improvements
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	The P.O has been approved. This project is currently in design phase.	On Hold	11/11/22	11/09/26	15%	$179,675	Construction/Infrast Projects Traffic Calr

City Strategic Plan Alignment



Strategic Plan Alignment



GIS View of CIP Projects

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:	July 15, 2025

RE: Washington Park Update

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Washington Park Update

City of North Miami Beach, Florida

Public Works Department

TO: Mario Diaz, City Manager

FROM: Gregory Christian, Inspections Manager

VIA: Aurelio Carmenates, CIP Director

DATE: July 08, 2025

SUBJECT: **Washington Park Community Center Project Update 5-13-2025**

The status update is as follows:

Phase 1

Force Main and Lift Station

- Overall, the project is approximately 83% complete
- The force main portion of work is complete.
- The contractor has made progress on the lift station section of work despite supply chain and vendor coordination issues.
- Contractor submitted their sixth invoice.
- EOR completed review of all outstanding Submittals and RFI's.

Force Main Installation

- 10" Force Main Installation
  - The entire length of the10-inch Force Main has been completed.
  - Force main has been tied into the system.
  - Contractor has completed the pressure testing of the Force Main.
  - Contractor installed the sewer manholes and the Air Release Valves (ARV's)

- Pump Station
    - Contractor has completed the installation of several Sanitary Structures and Manholes of the influent gravity system.

Phase 2

- The Procurement Department with the assistance of the Engineer of Record; KCI, completed an RFQ for Phase 2 construction to source qualified, experienced, financially stable construction firms. The solicitation was advertised on April 7, 2025, and nine (9) responses were received and are currently being evaluated. The subsequent bidding phase is underway and will be advertised in July for pricing from the qualified responding construction firms. This process will be followed by an award of the contract. This is being done to expedite the bidding process while the permitting process is ongoing.

- The permitting process is on-going. Derm water main extension is approved. Miami-Dade County's Fire Department provided comments related to the building interior layout. Plan revisions and resubmittals to Florida Department of Health (FDOH) were made. Additional comments from Miami-Dade County's Fire Department were received and the revised plans are scheduled to be resubmitted the week of 7/8/25 for Permit approval This is required prior to FDOH submittal.
- Following the county's permit approval, the plans will be resubmitted to the City of NMB Building Department for further review approval. After all approvals are completed, the updated plans will be sent to the procurement department.
- Delays in obtaining permit approval may result in a delay to the completion date. An update to the overall schedule will be done following the permit approval.

City Manager's Report
16.6.

City of North Miami Beach
17011 NE 19 Avenue
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www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Jasmine Joseph, Communications Specialist
VIA:	Andrew Plotkin, Interim City Manager
DATE:	July 15, 2025

RE: Update from Centennial Committee

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Memo

City of North Miami Beach, Florida

Communications Department

TO: Andrew Plotkin, Interim City Manager

FROM: Jasmine Joseph, Interim Communications Manager

CC: Tarik Rahmani, Deputy City Manager

DATE: 7/02/2025

SUBJECT: Centennial Committee Update & Budget Planning

As a follow-up to our Centennial Committee, this update outlines the progress made by the Committee and the Communications Department as we move toward commemorating the city's 100th anniversary.

Committee Progress

The Centennial Committee held its fourth official meeting on July 8, 2025. Key outcomes include:

- **Slogan: "100 Years in Motion"**
  Supporting tagline: "Rooted in History, Growing Toward Tomorrow"
- **Commencement Event:** Flag reveal of Logo ceremony at City Hall on Saturday, October 4, 2025, starting at 7:00PM – 9:30 PM
- **Committee Leadership:**
  - *Chair:* Barbara Kramer
  - *Secretary:* Whitney Padote
- **Committee Divisions & Responsibilities:**
  The committee is structured into three core divisions to streamline planning and execution:
  - **History Division**
    Members: Sally Heyman, Whitney Padote
    Responsibilities:
    - Provide historic materials and visuals
    - Support educational content and legacy storytelling
      Staff Department Liaison: Library
  - **Event Planning Division**
    Members: Silvia Vanni, Whitney Padote, Minto Jean, Melissa Winchester

Responsibilities:

- Coordinate event logistics and scheduling
- Develop and manage youth competitions and the flag reveal
- Oversee vendor coordination and public activations

- **Branding Division**
  Members: Barbara Kramer, Marcia Orvieto
  Responsibilities:
  - Lead the design and rollout of centennial branding assets (logo, banners, decals)
  - Support public-facing communications and outreach materials
  - Assist in sponsorship material design and digital presence

- **Logo Concept:**
  A 3D-style design featuring the Fulford Fountain, Ancient Spanish Monastery, Sneak Creek Canal, Ibis bird, and representations of the city's landscape

Event Planning & Citywide Engagement

In addition to the culmination flag reveal event at City Hall, the Centennial Committee is working to ensure that the celebration is embedded across the community through ongoing activations.

- **Centennial Installations:**
  We are planning a centennial presence at every major North Miami Beach event, including Parks & Recreation programs, City-hosted gatherings, and Library-led initiatives. These installations may include branded backdrops, informational booths, or interactive exhibits to engage residents and visitors throughout the year.
- **Major Celebration Timing:**
  The committee is actively exploring options for a larger citywide celebration, in addition to the October 4, 2025, flag reveal. We are assessing calendar opportunities and community feedback to determine the best timing and format for a marquee public event that brings together the full NMB community.

Programming Concepts

To mark this milestone, the committee is exploring creative and community-centered programming:

- **Centennial History Tour:** A video series showcasing historical landmarks
- **Youth Competitions:**
  - Photography
  - Drawing

    - Essay
- **Centennial Song:** An original composition combining archived materials and new music
- **Citywide Branding:**
    - Corridor banners
    - Storefront decals for small businesses
    - Beautification and signage around the city
- **Digital Access:** Dedicated centennial webpage for updates, sponsorship deck, and sponsor recognition
- **Centennial Merchandise (in development):**
    - Branded T-shirts, tote bags, and hats
    - Commemorative pins and stickers or magnets
    - Limited-edition items to be distributed at major events (Coin)

Regional Coordination

The Communications team has met with nearby Miami-Dade municipalities that are also preparing for their own centennial celebrations in 2025 and 2026. These peer cities have opted to handle planning internally without outside event planners—reaffirming that North Miami Beach's internal, committee-driven approach is both effective and aligned with regional practice.

Budget Strategy

The Centennial Plan will span **two fiscal years: FY 2025–26 and FY 2026–27**, with the following approach:

- **Target Budget:** $300,000
- **Sponsorship Outreach:** A sponsorship deck is now available and includes tiered opportunities for major partners as well as a *dedicated Small Business Centennial Sponsorship* option to promote inclusive participation

Commencement Budget:

Category	Estimated Cost
Outdoor Stage, A/V & Lighting	$4,500
Film Production (10 Episodes)	$10,000
Security & Permitting	$1,692
FDOT Street Closure Fees	$300

Category	Estimated Cost
Refreshments	$1,500
Event Setup (Tables, Linens)	$2,000
Media & Recording (Recap Video)	$1,500
Marketing & Promotions	$1,000
Logo Printing for Materials	$500
Pins, Magnets, Keepsakes	$1,000
Flags, Banners, Backdrops	$3,000
Community Activation (iPads)	$300
Contingency (10%)	$3,050
Street Team – Parks Staff	$500
Day-of Event City Staff	$3,000
Total	**$30,541**

Note: A comprehensive $500,000 budget has been proposed for the full centennial celebration series, in addition to $300,000 in sponsorship targets.

Next Steps

- Finalize branding and sponsorship materials
- Launch a community-facing communications plan
- Build out digital materials including a centennial logo and landing page
- Confirm flagpole availability

City Manager's Report
16.7.

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305-947-7581
www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	
VIA:	
DATE:	July 15, 2025

RE: Elected Officials Security Measures

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Memo

City of North Miami Beach, Florida

Date: July 15, 2025

To: Mayor and City Commissioner

From: Tarik Rahmani, CFO/Interim Deputy City Manager

Subject: Protecting Elected Officials –Funding and Security options

Background: Rising Threats to Public Officials

We face a tense climate of hostility toward public officials. Threats and harassment are on the rise nationwide. Recent incidents underscore the risks: just days ago, a Minnesota state legislator was assassinated and another wounded in a politically motivated shooting. Lawmakers in multiple states are responding with urgent security reviews and measures to protect officials' safety. The U.S. Capitol Police report record-high threats against members of Congress in 2024. Even at the local level, over 600 incidents targeting local officials were recorded in 2024 – a 74% increase from 2022. These threats are not abstract; they chill public service and can escalate to violence.
We must act with clarity and urgency. Below I outline funding avenues and examples of how other cities are protecting their leaders. This memo blends candor with optimism – acknowledging hard truths while focusing on constructive solutions.

Federal Grant Programs for Security

Several federal programs can help fund personal security measures (armed security personnel, home security systems, etc.) for local officials:

- **FEMA Homeland Security Grant Program (HSGP):** HSGP provides over $1 billion annually to help state and local governments prevent and protect against terrorism and other threats. Two key components are the State Homeland Security Program (SHSP) and the Urban Areas Security Initiative (UASI). Florida's UASI region (Miami/Fort Lauderdale area) could potentially fund target-hardening projects that protect high-risk individuals or facilities. HSGP funds can be used for planning, equipment, and training related to security and threat prevention. For example, **soft target protection** is a national priority area – local agencies can justify using UASI/SHSP funds for measures like surveillance cameras at officials' homes or security at public meetings. We would coordinate with the Florida Division of Emergency Management (which administers HSGP funds) to propose these projects.

- **DOJ Byrne Justice Assistance Grants (JAG):** The DOJ's JAG program is the leading source of federal criminal justice funding for states and cities. JAG is very flexible – it explicitly permits spending on *"deterring, detecting, and protecting against threats of violence"* toward public employees such as election workers. In a 2022 guidance, DOJ encouraged states to use JAG funds to protect election officials from violent threats. By extension, we can use our JAG allocation (or request more) for physical security measures for our Mayor and Commissioners. This could cover things like security personnel overtime, bullet-resistant materials for offices, panic buttons, or even contracting private security for official events. JAG funds are formula-based and available via state grants. We should verify North Miami Beach's current JAG funds and what security uses are allowable (DOJ has few prohibitions beyond personal luxury items – legitimate safety costs are generally allowed).

- **DOJ Community Oriented Policing Services (COPS) Grants:** The COPS Office provides grants to hire law enforcement and improve safety. While not specific to official protection, we could apply for COPS funds to hire an officer or coordinator focused on threat response and official protection. COPS grants have funded coordination between local police and threat assessments in other jurisdictions. This could bolster our ability to provide **police detail** when officials receive credible threats. (For example, some cities have detailed off-duty officers to protect councilmembers after threats – a COPS grant could subsidize those extra staffing costs.)

- **DHS Targeted Violence and Terrorism Prevention (TVTP) Grants:** DHS offers TVTP grants for innovative community-based violence prevention. These grants (35 awards totaling $18 million in FY2024) help build local capacity to **prevent** extremist violence. While they don't directly pay for a bodyguard, we could seek a TVTP grant for training and threat monitoring – e.g. developing an early warning system to identify and manage threats to local officials. This funding can enhance overall safety infrastructure (like a multidisciplinary threat assessment team) that complements physical security.

- **FEMA Emergency Management and Other Grants:** We should also consider FEMA's Emergency Management Performance Grants (for all-hazards preparedness) and any **Emergency Operations Center** upgrade grants. If we frame the personal security of officials as critical to government continuity, we might justify using some of these funds to enhance security at City Hall or official residences (e.g. improved alarm systems connected to our EOC). Additionally, FEMA's **Nonprofit Security Grant Program** (NSGP) is aimed at nonprofits, not governments, so it's not a direct fit for us. However, the popularity of NSGP (funding target-hardening for at-risk organizations) shows federal willingness to invest in physical security against violent threats – a case we can leverage in grant narratives for our city.

- **Secret Service/DHS Protection Programs:** These are limited to federal protectees (e.g. Presidential Residence Protection Assistance reimburses localities for protecting the U.S. President's home). While not applicable directly to us, it's worth noting that federal law **does** reimburse extraordinary local security costs in some cases (e.g. if a protected federal official is in town). We should keep records of any major security expenses in case future federal reimbursement opportunities arise (perhaps unlikely, but not impossible in special circumstances).

Conclusion: *Federal funds exist to help cover security costs.* We will need to be proactive in applying and perhaps tailoring our proposals to program priorities (terrorism prevention, crime prevention, etc.). With rising domestic political violence, federal agencies have signaled that such uses are appropriate. We should engage our Homeland Security regional contacts and DOJ grant managers immediately to map out what funding is open now or coming soon. Many FY2025 grant cycles will open in the fall. We can start preparing applications (for UASI, JAG, COPS) to subsidize hiring security personnel or buying equipment (cameras, alarm systems, metal detectors, ballistic gear, etc.).

State of Florida Support

Florida currently does not offer a dedicated grant program for local official security, but there are avenues at the state level we can leverage:

- **State Homeland Security Funding:** Florida receives HSGP funds from DHS and allocates them via the Domestic Security Oversight Council (coordinated by FDLE and the Division of Emergency Management). We can work through Florida's domestic security grant process to request funds for **targeted violence prevention and protection**. For instance, Florida's strategic plan for targeted violence emphasizes threat assessment and early intervention. A proposal to fund *personal safety measures for local officials under threat* aligns with those goals, especially if we tie it to preventing an incident that could terrorize the community. In practice, this means asking the state to prioritize our city's needs in their SHSP grant awards (the state can sub-grant to cities for equipment and training). The state's **Urban Area Security Initiative** committee for Miami-Dade/Broward could also be a channel to request resources – e.g. portable metal detectors or surveillance upgrades that can be used to secure public meetings.

- **Florida Department of Law Enforcement (FDLE):** FDLE provides protective services primarily to state officials (Governor, Cabinet, visiting dignitaries) and oversees Capitol security. However, FDLE can be a partner for us in two ways. First, FDLE's **Intelligence/Fusion Center** can help with threat monitoring and information sharing if any threats emerge against our officials. Second, FDLE offers training on **targeted violence prevention** – we can request training for our police and staff on protecting public figures. While FDLE won't assign state troopers to guard our Mayor, their expertise and coordination (for example, inclusion of our situation in state intelligence briefings) is a resource we should tap.

- **Florida State Funding or Emergency Funds:** If threats escalate to a certain threshold, we could appeal to the Governor's office or Legislature for emergency assistance. For example, the Florida Legislature has sometimes funded local needs in the budget via special projects. A compelling case (e.g. a known extremist threat to multiple South Florida officials) might warrant a special appropriation for security. This is not guaranteed, but it's an option to keep in mind. We should document any threats thoroughly, so we have evidence if we seek state emergency funds. Notably, Ohio's legislature recently funded patrols near lawmakers' homes after a threat spike – Florida could consider something similar if asked by enough local leaders.

- **Legal/Policy Measures:** Florida's support isn't just financial. The state has been active in addressing officials' privacy and safety in other ways. For instance, after recent incidents, there have been calls to **seal or redact home addresses** of Florida's elected officials from public records. Florida law already allows certain public officials to keep their personal information confidential (historically this was for judges, law enforcement, etc.). We should work with the City Attorney to see if Commissioners qualify for these protections under current statutes, and if not, advocate for inclusion. Reducing the exposure of home addresses can help deter would-be attackers (many states including Minnesota, New Mexico, and others have pulled lawmakers' addresses from websites as a safety move). This isn't a funding source, but it's a **state-level action** that supports physical security.

In summary, Florida's role will mostly be as a pass-through for federal funds and as a partner in policy. We should engage state officials in our planning – let them know we are proactively addressing this. It's possible the state may consider creating a fund for local official protection if incidents continue to rise; being ahead of the curve could position us to benefit if that happens.

Private Foundation and Corporate Grants

Public safety is a shared concern, and some private organizations are stepping up with funding:

- **Joyce Foundation "Safety Fund":** The Joyce Foundation (a major philanthropy in the Midwest) launched a special *"Safety Fund"* in late 2024 to help democracy-related organizations beef up security. It's a rapid response grant (up to $5,000) for things like cybersecurity, security cameras, and even personal data scrubbing to prevent doxxing. This fund was targeted at election officials and civic nonprofits in the Great Lakes region, but it's a model we can look for elsewhere. The key point: **foundations are beginning to recognize that safeguarding democracy includes protecting officials.** We will research whether similar funds exist nationally or in Florida. For example, the Democracy Fund (Omidyar network) or Knight Foundation (which focuses on civic life and is based in Florida) might have grant opportunities for local government security initiatives. We should be prepared

to pitch our need in terms of protecting democratic institutions at the local level – a message likely to resonate with pro-democracy funders.

- **Corporate Security Grants:** Certain corporations have community grant programs related to safety. **Target Corporation**, notably, has a history of public safety grants managed through local stores. In the past, Target gave grants to cities for crime prevention and security equipment (often through police departments). We could approach major companies with local presence (e.g. Target, Walmart, Amazon Ring) to sponsor or donate security items. A possible example: asking Ring (owned by Amazon) to donate video doorbell cameras for each Commissioner's residence. Tech companies might be willing to contribute devices or software for free if it shows positive community impact (Ring has partnered with law enforcement on camera programs before). Similarly, local utilities or banks sometimes fund safety initiatives as part of community reinvestment.

- **Nonprofits Focused on Violence Prevention:** We can also reach out to nonprofits like *Everytown for Gun Safety* or *Brady Campaign*, which sometimes provide micro-grants for community violence prevention. If threats are coming in with a hateful or extremist tinge, groups fighting extremism (e.g. ADL or Southern Poverty Law Center) might offer resources or training at no cost. In short, we should canvas the nonprofit landscape for any program that intersects with protecting civic leaders from violence. Some may not have formal grants but can offer in-kind help (security assessments, training, etc.).

- **Private Security Firms (Partnerships):** Some security consulting firms may offer pro bono or discounted services to municipalities, especially for a high-profile pilot. It's worth exploring if a reputable firm (perhaps staffed by former Secret Service or FBI agents) would conduct threat assessments for our officials' homes as a charitable or PR gesture. This would supplement our efforts and possibly save cost.

While private grants are generally smaller than federal/state funds, they can be accessed more quickly and with fewer strings. Even a $5,000 or $10,000 foundation grant could pay for several home security systems or a short-term contract with a private security guard firm for city meetings. We will pursue these leads concurrently. It shows we are leaving no stone unturned and are willing to partner with anyone committed to protecting democracy at the local level.

Case Studies: How Other Cities Responded

To inform our approach, here are brief case studies from 2023–2025 of local governments enhancing official security, what triggered it, and how they funded it:

- **Flint, Michigan (2023):** *Trigger:* Weeks of **death threats** against city council members and even instances of people bringing firearms to council meetings. At one meeting a resident openly carried a rifle into City Hall, alarming officials. *Measures:* The Mayor declared City Hall a *"Gun-Free Zone."* A metal detector

checkpoint was installed at the entrance to council chambers. All visitors now pass through screening and bags are searched by police. Flint increased police presence at meetings (from one officer to two). They also coordinated with a District Court to use its authority to ban weapons in the building, navigating around Michigan's state preemption on municipal gun bans. *Funding:* The city **purchased two metal detectors for ~$10,000** out of its budget. Paying a couple extra officers for meeting duty is handled as overtime from the police budget. Flint's swift action shows that even without external grants, a city can fund basic security upgrades for critical government functions. Officials cited January 6th and ongoing gun violence emergencies to justify these steps. Notably, Flint's policy change faced some community pushback about rights, but the city prioritized safety after credible threats.

- **West Hollywood, California (2022):** *Trigger:* Council members received **social media threats** after a controversial police budget vote. *Measures:* The City Manager proactively met with each council member to assess security needs. One councilor requested additional security at public events and meetings (she initially inquired about a personal security detail). The city's solution was to deploy **unarmed security ambassadors** (from the Block by Block program) to any city event or meeting where officials are present. This provided a visible security presence without formally assigning police officers as bodyguards. *Funding:* West Hollywood had already budgeted for expanding the Block by Block patrol program (reallocating funds from the sheriff's contract). They leveraged that existing resource instead of paying overtime for deputies. This example shows a creative use of *private security contractors* (ambassadors) to protect officials in public settings. While not a heavy-duty solution, it can deter harassment at meetings. It was essentially cost-neutral because it repurposed already-approved safety funds.

- **Jacksonville, Florida (2025):** *Trigger:* A protest at a City Council meeting led to **three arrests**, and a concealed "credit card knife" slipped past building security. Although the incident was driven by activists (related to a Middle East protest), it exposed lapses in screening. *Measures:* The Mayor ordered a **full security review of City Hall**. They are considering equipment upgrades (better metal detectors capable of catching small blades) and potentially changing security vendors. Jacksonville already had metal detectors and x-ray at the front door, plus wands for chamber entry. After this breach, they immediately retrained security officers and added extra bag inspections at the chamber entrance. *Funding:* The review will explore budget needs, but one option noted is updating the private security contract (which is up for renewal). Jacksonville might spend more on a higher-level security firm or more modern detectors – likely using city funds unless a homeland security grant is tapped. This case highlights how one scary incident can spur quick action to tighten protocols. It also shows Florida's new **permitless carry law** complicates things – it's legal to carry concealed in public, but *not* in government meetings. Cities must therefore actively enforce screening at meetings, as Jacksonville did by adding layers of checks. We should ensure our own screening (for Commission meetings) is similarly thorough and upgraded if needed.

- **Maricopa County (Phoenix), Arizona (2020–2024):** *Trigger:* Ongoing, intense **threats to election officials** and county leaders following the 2020 election and election denial conspiracy theories. *Measures:* Maricopa County effectively "militarized" its election center. By 2024 they had: **multiple layers of fencing**, concrete vehicle barriers, **24/7 armed security**, surveillance cameras livestreaming to enhance transparency, mandatory badge access and metal detectors at every door, even **snipers on rooftops** on Election Day. While these measures mainly protect the election facility and workers, it extends to protecting elected officials who oversee elections. The County Recorder had to navigate armed checkpoints to enter his own office. *Funding:* They likely used a combination of county funds and federal homeland security grants (UASI) to pay for this. DHS's emphasis on **soft target protection and domestic violent extremism** provided rationale to use grant money. Additionally, CISA (a DHS agency) conducted physical security assessments for them and others at no cost. Maricopa's example is extreme, but instructive: they treated threats to officials and staff as a national security issue, justifying very robust (and expensive) defenses. It underscores that if threats here escalated, we have precedent for using significant resources (and potentially requesting federal help such as expert assessments or personnel) to safeguard our democratic process.

- **Various State Legislatures (2023–2025):** Not cities, but worth noting. After the Minnesota shooting, **at least five states** removed legislators' home addresses from public websites within days. **Ohio** state highway patrol began extra patrols near lawmakers' residences. **Vermont** and **Wisconsin** tightened Capitol building access (single entry points, more police presence, emergency drills). And recall that in **New Mexico** in early 2023, after a series of drive-by shootings at officials' homes, the legislature restricted public access to personal information and worked with police on threat protocols. These examples show a trend: *when violence strikes or threats surge, governments respond with both physical security upgrades and privacy measures*. The funding for those has varied – some are just policy changes, others required budget allocations for hardware or personnel (often justified as urgent safety needs).

Takeaway from Case Studies: Cities and states across the country are not hesitating to invest in official safety when faced with credible threats. Measures range from **low-cost fixes** (policy changes, small equipment buys) to **major security overhauls** (hardening buildings with substantial funding). In many cases, local leaders initially use local funds to act quickly, then seek state/federal reimbursement or grants afterward. Transparency and access must be balanced with safety – e.g. Flint had pushback but held firm on screenings. We should be prepared to make the same tough calls if needed, always explaining that these steps protect not just officials, but the democratic process and the public who engage with us.

Next Steps and Recommendations

Protecting our Mayor and Commissioners in this environment is both a **moral imperative** and a practical necessity to ensure continuity of governance. Here are the recommended next steps:

1. **Immediate Threat Assessment:** The Chief of Police (or a qualified security consultant) should conduct a confidential threat assessment for each elected official. This includes reviewing recent communications for threats, evaluating home security (locks, alarms, camera coverage), and personal routines that might be vulnerable. NMBPD can present a summary of any pressing vulnerabilities and options to address them.

2. **Apply for Federal Grants:** We will immediately begin preparing grant applications for relevant federal programs. Our goal is to secure funding to fund additional security measure for officials who need them.

3. **Engage State Partners:** NMB staff will reach out to FDLE's Domestic Security Unit and the Miami-Dade Police intelligence fusion center to ensure they flag any threats related to our city officials. We will also inquire with the Florida League of Cities to see if they are advocating for statewide measures (they may be pushing the legislature on the home address confidentiality issue, for example). If a special session or committee takes up the issue of official security, we want to be involved or at least informed. Additionally, we'll ask our state legislative delegation to support any funding requests we might make at the state level.

4. **Policy and Privacy Measures:** Direct the City Attorney to review all public-facing information and redact home addresses, personal phone numbers, or detailed family info of the Mayor/Commissioners, to the extent allowed by law. We should also consider formalizing a policy: for instance, requiring all visitors to City Council meetings to go through security screening (if we don't already have that codified). If needed, pass a resolution asking the Florida Legislature to expand the list of protected officials under public records law – a symbolic step that also puts pressure for statewide change.

5. **Interim Security Enhancements:** While pursuing funding, some measures shouldn't wait. Based on known best practices, NMBPD may recommend **immediately implementing interim measure** (using existing contingency funds

6. **Monitor and Adapt:** Assign a point person to continually monitor the threat environment and efficacy of our measures. This includes re-evaluating after major events or on a periodic (quarterly) basis. We should stay in contact with peer cities to share information. For example, if a wave of threats hits elected officials in another Florida city, we'll use that intel to harden our security preemptively. The situation is fluid – our response will be ongoing, not one-and-done.

By taking these steps, we follow the example of other communities that refused to be intimidated. Our goal is that North Miami Beach's Mayor and Commissioners can continue to serve boldly – without fear for their physical safety – and that our public knows its leaders are secure and here to work for them.

City Manager's Report
16.8.

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North Miami Beach, Fl 33162
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www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	
VIA:	
DATE:	July 15, 2025

RE: Boards and Committees Oversight

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Memo

City of North Miami Beach, Florida

Date: July 15, 2025

To: Mayor and City Commissioner

From: Tarik Rahmani, CFO/Interim Deputy City Manager

Subject: Oversight of City Departments in Florida and National Models

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The Importance of Effective Oversight

Honorable Mayor and Commissioners,

At the June 17 meeting, you directed staff to research how other cities oversee their departments. Good oversight helps ensure efficiency, accountability, and transparency in how city government operates. This memo provides clear examples and guidance to help you consider possible changes here in North Miami Beach.

Oversight Structure in Florida Cities (Similar to North Miami Beach)

Most Florida cities about our size use a council-manager government. This means the elected commission sets policies and budgets, while a professional city manager runs day-to-day operations. In cities like Aventura, Sunny Isles, and North Miami, the manager directly oversees departments, and the commission provides overall guidance and fiscal approval.

Advisory Committees and Their Role
Many Florida cities use citizen advisory committees to improve transparency and get public input. Cities such as Boca Raton and Panama City have committees that review how public funds, like taxes or bonds, are used. These committees can recommend changes and highlight issues but don't have power to approve budgets or contracts. Similarly, police or ethics boards can suggest policy changes or review complaints, but final decisions remain with city officials.

The Roles of the Commission and City Manager
In our council-manager form of government, the mayor typically has one vote on the commission and serves a mainly ceremonial role. The commission collectively approves budgets, major contracts, and ordinances. The city manager then implements these decisions and supervises departments. Cities, including North Miami Beach, ensure accountability through rules like requiring commission approval for large expenses (above $50,000 here) and regular audits. Clear and open collaboration between the commission and city manager helps maintain effective oversight.

Independent Boards in Florida
Independent oversight boards with decision-making powers are rare for cities our size but do exist, mainly for utilities like water or electricity. Fort Pierce, for example, created a semi-independent Utility Authority in 1972, governed by an appointed board separate from regular city management. Similarly, Key West has had an elected Utility Board since 1969, fully responsible for budget and operational decisions of its electric utility. These models typically apply to utilities because they have independent revenue sources from user fees.

Oversight of Public Safety Departments
In Florida, cities of our size usually oversee police and fire departments through their city manager or elected officials. Independent police commissions with budget authority are rare. Fort Myers, for instance, has a Citizens Police Review Board that advises on police matters but doesn't control the budget or department policies. City managers and commissions typically handle major decisions on public safety operations, budgets, and leadership positions. Specialized boards may oversee hiring processes or pensions, but operational control stays within city administration.

Overall, most Florida cities like ours rely on a strong partnership between elected officials and a professional city manager. Advisory boards provide useful recommendations but leave fiscal and operational decisions to elected commissioners and the city manager.

Example: Can NMB's PUC Approve Its Own Budget? Not Without a Charter Change

In recent discussions, questions have come up about whether a specific department—such as Public Utilities—can be governed by an independent body with direct authority over budgeting, procurement, and contract approvals. While some cities in Florida have granted that level of authority to independent utility boards, those models were created through amendments to the city charter, not by ordinance.

Under Florida law, a municipal charter functions as the city's constitution. Shifting fiscal authority—especially authority over contracts, budget adoption, or purchasing—from the City Commission to an independent commission would represent a structural change in governance. Because of this, it would require a charter amendment, which must be approved by voters. This cannot be done solely by ordinance or resolution.

Charter changes are significant and must be approached with transparency, legal clarity, and strong public engagement. Any proposal to transfer procurement or budget authority to an independent commission would need to clearly define roles, responsibilities, and safeguards to ensure accountability and alignment with the City's broader goals.

As North Miami Beach considers the future of department oversight, it is essential to distinguish between administrative flexibility within a department and a fundamental transfer of governing authority. If the latter is the goal, the appropriate legal path is through a voter-approved amendment to the City Charter.

Independent Boards: A Different Approach

Though uncommon, some Florida cities have created independent boards with real decision-making power, mostly for utilities like water or electricity. Fort Pierce, for example, has the Fort Pierce Utilities Authority, established by city charter. Key West similarly uses an independent Utility Board, elected directly by voters, to handle major decisions independently of the city commission.
National Models and Lessons Learned

Across the country, independent oversight boards have successfully managed specialized departments. Minneapolis's independently elected Park Board and Los Angeles's Water and Power Commissioners show that this model can enhance service quality and financial stability by reducing political pressures. However, it requires clear authority limits, regular accountability measures, and careful coordination with city government.

Authority and Powers of Oversight Bodies in Florida

In Florida, oversight boards and committees have varying levels of power and responsibility. It's important to clearly understand the differences.

Advisory Committees (No Fiscal Authority)
Most cities in Florida use advisory committees. These committees, created by city ordinances or resolutions, review city operations and offer recommendations to the city commission. They cannot approve budgets, contracts, or make final decisions on spending. For instance, Panama City's Infrastructure Surtax Oversight Committee reviews how certain tax revenues are used and reports its findings to the city commission. The goal is transparency and accountability, but final decisions remain with the elected officials.

Independent Commissions and Authorities (With Fiscal Control)
A few city functions in Florida are managed by independent or semi-independent boards. These boards often oversee utilities, such as water and electricity, and hold real authority. For example, the Orlando Utilities Commission (OUC) operates independently, created by state law in 1923. OUC's board sets utility rates, manages its budget, and makes operational decisions without day-to-day city oversight.

Similarly, the Fort Pierce Utilities Authority independently manages all utilities services. It has its own board, appointed mostly by the city commission, and makes its own budget and policy decisions. Key West also uses an elected board to oversee its electric utility, fully independent in its operations.

Outside of utilities, independent boards with significant fiscal power are uncommon. When they exist, like Key West's management board for its marina district, they typically have clearly defined powers in the city code or charter.

Relationship with Mayor and Commission
The relationship between independent boards and city governments is guided by specific legal frameworks. Usually, city commissions appoint most board members, which helps maintain indirect oversight. In Fort Pierce, for example, the mayor and commission appoint the utility board members. Even when boards operate independently, the city commission may still control overall city budgets, influencing funding to departments if general funds are involved. However, fully self-

funded departments, like utilities funded by user fees, typically operate with more financial independence.

Fiscal Safeguards and Limits
City codes usually include safeguards to protect city finances when independent boards exist. For example, independent boards often must seek commission approval for large contracts or bond issuances above certain limits. These provisions ensure elected officials maintain oversight of significant financial commitments.

In summary, most Florida cities our size rely on advisory committees for oversight, while only select functions—primarily utilities—are managed by independent boards. These independent boards are carefully structured through city charters or state laws to balance independence with accountability.

National Models of Independent Department Oversight

Across the country, many cities use independent or semi-independent boards to oversee certain departments or services. These models often emerge in larger cities or special circumstances and can offer helpful comparisons for cities like ours.

Utilities and Infrastructure Authorities
Independent utility boards are common in many U.S. cities. These boards manage services like water, electric, or sewer systems and are often designed to reduce political pressure and improve service delivery. Los Angeles, for example, has the nation’s largest municipal utility, LADWP, which is governed by a board appointed by the Mayor. That board approves budgets, sets rates, and oversees large capital projects. The Los Angeles City Council can review rate increases, but the board handles daily operations. Similar setups exist in Jacksonville (JEA) and Detroit (GLWA). GLWA is a regional water authority created in 2014 after Detroit's financial crisis. It sets regional water rates and manages infrastructure projects across multiple counties. These structures allow for independent operations with clear fiscal authority.

Parks and Recreation Boards
Some cities have moved parks and recreation out from under direct city control. Minneapolis has an elected Park and Recreation Board that manages the city’s parks, sets its own budget, and levies a dedicated property tax. This independent board is often credited with maintaining one of the top park systems in the country. In Chicago, the Park District is a separate unit of government created by state law. The mayor appoints the board, which controls its own budget and operations, separate from city council oversight. These models allow for focused oversight but require strong coordination with city government on shared goals.

Police and Public Safety Commissions
Oversight of police departments is a sensitive issue, and some cities use independent boards to review policy and discipline. Los Angeles has a Police Commission appointed by the Mayor that sets policy and evaluates department performance. The Police Commission approves the LAPD’s proposed budget, but the City Council retains final authority on how much is allocated. In San Francisco and Detroit, similar police boards exist with varying levels of authority. These boards add transparency and community involvement but typically do not control department spending independently.

Boards for Public Works and Other Departments

Cities like Los Angeles use oversight boards for departments like public works, ports, and airports. The Board of Public Works in LA oversees street maintenance, sanitation, and infrastructure, approving contracts and managing a large budget. The Port of Los Angeles is governed by a Harbor Commission, which manages operations and approves the port's budget. Because the port is self-funded, its board has more financial control. The same is true for airport authorities and housing agencies like the Housing Authority of the City of Los Angeles (HACLA). HACLA has a board that manages programs and funding, but the City Council can intervene on major issues. These boards often operate independently but within a framework that allows elected officials to step in when needed.

Education Boards and Libraries
Public schools in most cities are run by elected school boards that set budgets and policies independently from city hall. These boards typically receive state or local funding and focus solely on education. In some cases, such as New York City, oversight has shifted back to the mayor to improve accountability. Library boards in some cities operate independently too, managing their own funds and programs. But most are advisory or work closely with city departments to stay aligned with broader public goals.

Summary
These national models show a range of options for independent oversight. Utilities, parks, ports, and schools are commonly placed under boards that manage their own budgets and operations. These setups often improve focus and reduce politics but require strong rules, clear mandates, and ongoing transparency. They work best when the community understands how the board operates and how the city commission still plays a role in appointments, funding, or broad policy decisions.

Oversight and Fiduciary Risks

Every oversight model comes with trade-offs. Whether oversight is handled by the city commission or an independent board, there are risks that need to be managed.

City Commission Oversight Risks
When departments report directly to the commission, decisions can sometimes be influenced by short-term political pressure instead of long-term planning. There may also be limited technical expertise among elected officials to oversee complex departments. Without strong rules and checks, cities can be more vulnerable to patronage or questionable contracting. That's why Florida cities rely on safeguards like Sunshine Laws, ethics codes, and in many cases, independent Inspectors General or Audit Committees. In Miami and Miami-Dade County, for example, these offices help investigate procurement issues and keep internal operations transparent.

Independent Board Oversight Risks
When oversight shifts to a board, the risk shifts too. If board members are appointed—or elected in low-turnout elections—they may not be as visible or accountable to the public. There's also the challenge of coordination. An independent board may focus only on its own department, which can

lead to decisions that don't align with citywide goals. If there's a failure—financial or otherwise—fixing the issue may take longer because the board is outside the normal city chain of command.

To reduce these risks, successful models build in strong transparency. That means publishing clear financial reports, undergoing regular audits, and holding public meetings. Most boards are also subject to Florida's Sunshine Laws and ethics standards, just like city commissions. Having the right mix of members matters too. Boards that include both subject-matter experts and community members can balance technical decisions with public needs. Gainesville's new GRU Authority board, for instance, was designed to include a large utility customer and individuals with relevant business experience to improve both expertise and trust.

Both models can work. What matters is putting the right guardrails in place and keeping the public informed.

Examples of Shifting Oversight to Independent Bodies and Lessons Learned

In some cities across the U.S., oversight has shifted from the traditional mayor and commission model to independent boards. These shifts usually happen during times of crisis, when there's a need for more efficient management or when leaders want to remove politics from daily operations.

Gainesville, Florida (2023)
In 2023, Gainesville's city utility, GRU, was moved out of the city commission's control. After years of rising debt and high utility rates, the state legislature passed a law creating the Gainesville Regional Utilities Authority. The new board, appointed by the Governor, took full control of the utility's operations and budget. While this model brought immediate changes—like cutting costs and stabilizing rates—it also caused tension. The new board overrode local preferences and created a legal and political divide. One key lesson is that local support matters. Without it, even well-meaning reforms can face pushback. Also, laws that shape oversight boards need to be clear. In Gainesville, questions about who could serve on the board created confusion and mistrust.

Key West, Florida (1940s–1960s)
In Key West, the city took over a private electric utility in 1943. It later formed an independent Utility Board, and in 1969, the Florida Legislature required board members to be elected by the public. This created one of Florida's most stable oversight models. Keys Energy Services, as it's known today, runs independently but is directly accountable to voters. It has remained reliable and financially strong. The lesson here is that clear laws, public elections, and a focus on core services—like reliable power—can help independent boards succeed. Even though it operates separately, the board still works with the city, contributing to the general fund annually.

Fort Pierce, Florida (1972)
In 1972, Fort Pierce voters approved a charter amendment that created the Fort Pierce Utilities Authority. This independent board took over the city's utility functions. It allowed for better long-term planning, especially for major infrastructure projects. Fort Pierce's board is appointed by the city commission, with staggered terms that promote stability. A big part of its success comes from coordination—especially around shared financial issues like franchise fees and utility taxes. The takeaway is that cities need clear communication and defined roles when they share responsibility with an independent board.

Los Angeles, California (Ongoing)
In Los Angeles, oversight boards are built into the city charter for key departments like Police, Water & Power, the Port, and the Airport. These boards manage billion-dollar budgets and operate like business units. After a corruption scandal at the Department of Water and Power, LA strengthened its oversight by adding an Inspector General and raising standards for board appointments. Department heads now report regularly to City Council committees. LA's model shows that even in a large city, oversight boards can work—if there are clear rules, public accountability, and regular performance checks. It also shows that shifting oversight is not just a legal process, it's a cultural one. Everyone needs to understand who is in charge and how to raise concerns when things go wrong.

How These Changes Happen
Changing oversight usually requires a voter-approved charter amendment. This is what happened in Fort Pierce. In other cases, like Gainesville, the state can act directly. Cities can also create advisory boards or delegate certain powers by ordinance, but that doesn't transfer full authority. Any lasting change should include details on board powers, how members are selected, how they are funded, and what kind of reporting they must provide.

Key Lessons for Cities

1. Clarity in Governance and Scope: Oversight boards need clearly defined powers—especially around money, contracts, hiring, and policy. Confusing or vague laws invite conflict. In Gainesville, unclear residency rules for board members created trust issues.

2. Accountability: Independent boards must still answer to the public. That can mean regular audits, annual reports, and in some cases, elections. Minneapolis gets this right by electing its park board. Los Angeles does it through appointments and confirmation hearings. Some cities allow board members to be removed for cause, which adds a layer of protection.

3. Financial Safeguards: Transferring oversight doesn't eliminate financial risk. Cities should set debt limits and require approval for big financial moves. Fort Pierce's board can issue revenue bonds but not general obligation bonds, which protects the city's credit. Boards also need stable funding sources like user fees or dedicated taxes to avoid returning to the city for bailouts.

4. Phased Transition and Expertise: Transitions work best when they're gradual. Some cities start with an advisory board, then grant more authority once trust and expertise are built. Board members need to understand the rules that apply to public service—like procurement and transparency law

Sources:

- City of Panama City, *Infrastructure Surtax Oversight Committee – Overview* (example of an advisory oversight committee's role).
- Fort Pierce City Code/Charter, *Utilities Authority* (establishing independent utilities board and its powers).
- Keys Energy Services (Key West), *About KEYS* – history of the Utility Board's creation and elected structure.
- Florida Public Service Commission, *Orlando Utilities Commission – Ten Year Site Plan (2025)* – history of OUC's independent commission status.
- WUFT News, *New Gainesville Regional Utilities Authority Board members sworn in* (Oct. 5, 2023) – reporting on the transfer of GRU to an independent board and its early actions.
- Independent Florida Alligator, *"Gainesville City Commission gets final approval for GRU special election"* (June 13, 2025) – background on state law creating GRU Authority and subsequent city response.
- City of Los Angeles, Office of Mayor – *Boards and Commissions* descriptions (examples of commission authority like Fire Commission and Harbor Commission).
- Los Angeles Police Department – Wikipedia (noting LAPD is overseen by the Police Commission).
- Minneapolis Park and Recreation Board – Wikipedia (overview of independent elected park board governance and budget).