



**CITY OF NORTH MIAMI BEACH**  
City Hall, Commission Chambers, 2nd Floor  
17011 NE 19th Avenue  
North Miami Beach, FL 33162  
**Tuesday, January 20, 2026**  
**6:00 PM**

Mayor Michael Joseph  
Vice Mayor Fortuna Smukler  
Commissioner Jay R. Chernoff  
Commissioner McKenzie Fleurimond  
Commissioner Daniela Jean  
Commissioner Phyllis S. Smith  
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. Decide on Voting Process Regarding City Manager (Mayor and Commission)**
- 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. Regular Commission Meeting Minutes of December 16, 2025  
(Andrise Bernard, MMC, City Clerk)**

**9.2. Commission Conference Minutes of December 16, 2025 (Andrise Bernard, MMC, City Clerk)**

**9.3. Commission Workshop Minutes of January 6, 2026 (Andrise Bernard, MMC, City Clerk)**

- 9.4. Commission Workshop Minutes of January 7, 2026 (Andrise Bernard, MMC, City Clerk)**
- 9.5. Eastern Shores Special Taxing District (First and Second Addition)  
- N/A**
- 9.6. Resolution No. R2026-01 Approving a Task Order with The Engineering Company, LLC for Staff Augmentation Services (Kerlyne McHenry, Interim Public Works Director)**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A TASK ORDER BETWEEN THE CITY AND THE ENGINEERING COMPANY, LLC FOR STAFF AUGMENTATION SERVICES; IN A BUDGETED AMOUNT NOT TO EXCEED \$400,000; 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.**

- 9.7. Resolution No. R2026-02 Approving a Task Order Modification with Brown and Caldwell for the Pinetree Park South Water Main Replacement Design Project (Hamid Nikvan, NMB Water Director)**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING A TASK ORDER MODIFICATION WITH BROWN AND CALDWELL, INCREASING THE ESTIMATED EXPENDITURE BY \$70,218, FOR PINE TREE SOUTH WATER MAIN REPLACEMENT DESIGN PROJECT; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

- 9.8. Resolution No. R2026-03 Approving a Purchase Order with Dobbs Equipment for the Purchase of Front Loaders (Hamid Nikvan, NMB Water Director)**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A PURCHASE ORDER BETWEEN THE CITY AND DOBBS EQUIPMENT, LLC FOR THE PURCHASE OF JOHN DEERE WHEEL LOADERS; IN AN AMOUNT NOT TO EXCEED \$484,564; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**9.9. Resolution No. R2026-04 Approving Task Order for NMB Gateway and Wayfinding Program (Kerlyne McHenry, Interim Public Works 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 GATEWAY AND WAYFINDING PROGRAM, IN AN AMOUNT NOT TO EXCEED \$150,000, WITH CPH CONSULTING, LLC DBA CPH, LLC 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.**

**9.10. Resolution No. R2026-05 Approving Purchase Order with Traffic Logix for the Purchase of Speed Humps (Kerlyne McHenry, Interim Public Works Director)**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A PURCHASE ORDER BETWEEN THE CITY AND THE TRAFFIC LOGIX CORPORATION FOR THE PURCHASE OF SAFETY AND TRAFFIC MANAGEMENT EQUIPMENT; FOR A BUDGETED AMOUNT NOT TO EXCEED \$107,000; 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.**

**9.11. Resolution No. R2026-06 Approving a Budget Amendment to Appropriate Certain Developer Public Benefit Funds for Youth Sports and Arts in Public Spaces Program (Tarik Rahmani, Interim Deputy City Manager and Chief Financial Officer)**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2026, ANNUAL BUDGET TO APPROPRIATE CERTAIN DEVELOPER PUBLIC BENEFIT FUNDS FOR YOUTH SPORTS AND ARTS IN PUBLIC SPACES PROGRAMS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**9.12. Resolution No. R2026-07 Approving a Budget Transfer for Lobbying Services (City Manager's Office)**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING A BUDGET TRANSFER WITHIN THE ANNUAL BUDGET FOR FISCAL YEAR OCTOBER 1, 2025, TO SEPTEMBER 30, 2026, IN THE AMOUNT OF \$240,000 FROM THE CITY MANAGER CONTINGENCY ACCOUNT TO THE CITY MANAGER PROFESSIONAL SERVICES ACCOUNT TO PROVIDE FUNDING FOR LOBBYING SERVICES FROM RAMBA CONSULTING GROUP, LLC, IN THE AMOUNT NOT TO EXCEED \$ 240,000; AND PROVIDING FOR AN EFFECTIVE DATE.**

**9.13. Resolution No. R2026-08 Support of Medicare for All (Mayor Michael Joseph)**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, IN SUPPORT OF MEDICARE FOR ALL; REPEALING ALL RESOLUTIONS IN CONFLICT THEREWITH; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**11. LEGISLATION**

**11.1. Ordinance No. 2025-13 (Second Reading) Regulations for Home Based Businesses (Zafar Ahmed, Community Development Director)**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING CHAPTER XII, ENTITLED LOCAL BUSINESS TAX RECIEPTS AND REGULATIONS, ARTICLE I, SECTION 12-1.20, RENAMED HOME-BASED BUSINESSES; CHAPTER XXIV, ENTITLED ZONING AND LAND DEVELOPMENT, ARTICLE II. DEFINITIONS, SECTION 24-21 RENAMED INTENT AND LANGUAGE, SECTION 24-22 DEFINITIONS; AND ARTICLE V ZONING USE DISTRICTS, SECTION 24-41 RESIDENTIAL SINGLE FAMILY – 1 (RS-1) DISTRICT, SECTION 24-42 RESIDENTIAL SINGLE FAMILY – 2 (RS-2) DISTRICT, SECTION 24-43 RESIDENTIAL SINGLE FAMILY – 3 (RS-3) DISTRICT, SECTION 24-44 RESIDENTIAL SINGLE FAMILY – 4 (RS-4) DISTRICT, SECTION 24-44.1 RESIDENTIAL SINGLE FAMILY – 5 (RS-5) DISTRICT, SECTION 24-44.2 MOBILE HOME (MH) DISTRICT, SECTION 24-45 RESIDENTIAL DUPLEX (RD) DISTRICT, SECTION 24-47 RESIDENTIAL MULTIFAMILY – 19 (RM-19) DISTRICT, SECTION 24-48 RESIDENTIAL MULTIFAMILY – 23 (RM-23) DISTRICT, AND SECTION 24-49 RESIDENTIAL MULTIFAMILY – 32 (RM-32) DISTRICT OF THE**

**CITY'S CODE OF ORDINANCES TO ENSURE CONSISTENCY WITH FLORIDA STATUTE 559.955 HOME-BASED BUSINESSES LOCAL GOVERNMENT RESTRICTIONS; PROVIDING FOR FINDINGS OF FACT; CODIFICATION; CONFLICTS; SCRIVENER'S ERRORS; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**11.2.Ordinance No. 2025-14 (Second Reading) Creating Workforce and Hero Housing Program (Zafar Ahmed, Community Development Director)**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING CHAPTER XXIV, "ZONING AND LAND DEVELOPMENT," OF THE CODE OF ORDINANCES, TO CREATE A NEW ARTICLE XXI ENTITLED "WORKFORCE AND HERO HOUSING DENSITY BONUS PROGRAM"; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR DEFINITIONS, ELIGIBILITY CRITERIA, AND DEVELOPMENT INCENTIVES INCLUDING FRACTIONAL DENSITY CALCULATION FOR QUALIFYING UNITS; PROVIDING FOR ADMINISTRATION AND COMPLIANCE; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**11.3.Ordinance No. 2026-01 (First Reading) Creating Condominium, Cooperative and Homeowners Associations Transparency and Accountability (Commissioner Lynn Su)**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, CREATING THE "CONDOMINIUM, COOPERATIVE, AND HOMEOWNERS ASSOCIATIONS TRANSPARENCY AND ACCOUNTABILITY ORDINANCE." ESTABLISHING REGISTRATION REQUIREMENTS FOR ASSOCIATIONS; REQUIRING DISCLOSURE OF KEY DOCUMENTS; ALIGNING WITH THE REQUIREMENTS OF HB 913 (2025) AS ADOPTED BY THE FLORIDA LEGISLATURE; REQUIRING ANNUAL REPORTING TO THE STATE; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.**

**11.4.Resolution No. R2026-09 Supporting the Display of the National Motto "In God We Trust" in the City Commission Chambers (Commissioner Lynn Su)**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, SUPPORTING THE DISPLAY OF THE NATIONAL MOTTO "IN GOD WE TRUST"**

**IN THE CITY COMMISSION CHAMBERS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**11.5.Resolution No. R2026-10 Authorizing and Approving a Settlement in the Matter of Crystal Clark vs. City of North Miami Beach (City Attorney's Office)**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING AND APPROVING A SETTLEMENT IN THE MATTER OF CRYSTAL CLARK VS CITY OF NORTH MIAMI BEACH, IN THE AMOUNT OF \$67,500.00; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**12. BUSINESS TAX RECEIPTS - None**

**13. APPOINTMENTS**

**13.1.City Manager Selection (Mayor & Commission)**

**13.2.Reappointing Jordan Desnick as an Ex-Officio to the Eastern Shores First Addition Security Guard Special Taxing District (Andrise Bernard, MMC, City Clerk)**

**13.3.Reappointing Jane Paglino to the Beautification Committee (Andrise Bernard, MMC, City Clerk)**

**13.4.Reappointing Natasha Allenger to the Beautification Committee (Andrise Bernard, MMC, City Clerk)**

**13.5.Reappointing Frances Ricca to the Beautification Committee (Andrise Bernard, MMC, City Clerk)**

**14. MISCELLANEOUS ITEMS - None**

**15. DISCUSSION ITEMS**

**15.1.Rescheduling the March 2026 Commission Meeting (Commissioner Lynn Su)**

**15.2.Charter Review Committee (Commissioner Lynn Su)**

**16. CITY MANAGER'S REPORT**

**16.1.Budget Transfers Quarterly Update (Oct-Dec 2025)**

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

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

**16.4.Washington Park Update**

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

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

**18. CITY COMMISSION REPORTS**

**19. MAYOR'S DISCUSSION**

**20. NEXT REGULAR CITY COMMISSION MEETING**

**Tuesday, February 17, 2026**

**21. ADJOURNMENT**



**Consent Agenda  
9.1.**

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

**MEMORANDUM**

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Andrise Bernard, MMC, City Clerk
<b>VIA:</b>	
<b>DATE:</b>	January 20, 2026

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**RE:** Regular Commission Meeting Minutes of December 16, 2025 (Andrise Bernard, MMC, City Clerk)

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**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY**

**IMPACT:**

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**ATTACHMENTS:**

Description

- ☐ Regular Commission Meeting Minutes of December 16, 2025 (Andrise Bernard, MMC, City Clerk)



**CITY OF NORTH MIAMI BEACH**  
City Hall, Commission Chambers, 2<sup>nd</sup> Floor  
17011 N.E. 19th Avenue  
North Miami Beach, FL. 33162  
**Tuesday, December 16, 2025**

Mayor Michael Joseph  
Vice Mayor Daniela Jean  
Commissioner Jay Chernoff  
Commissioner McKenzie Fleurimond  
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**

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**ROLL CALL OF THE CITY OFFICIALS**

The Regular Commission Meeting was called to order at 6:06pm.

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

**INVOCATION** by Pastor Peytyn Tobin of Fulford Methodist Church.

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

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

City Clerk Andrise Bernard announced the following:

At the request of Commissioner Smith, Resolution R2025-190 will be pulled from the Consent Agenda and moved to Legislation.

At the request of Commissioner Su, Resolution R2025-195 will be pulled from the Consent Agenda and moved to Legislation and Resolution R2025-198 will be withdrawn.

At the request of Mayor Joseph, Resolution R2025-203 will be added to the Consent Agenda.

At the request of Vice Mayor Jean, Ordinance No. 2025-09 will be deferred.

At the request of Commissioner Smukler, an item regarding Police Detail will be added to Discussion.

At the request of Commissioner Su, the Discussion item regarding Public Utilities Commission Authority will be tabled.

**Motion to approve** the changes to Commission agenda without deferring Ordinance No. 2025-09 made by Commissioner Smukler, seconded by Commissioner Smith.

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

**Motion to approve** the Commission Meeting agenda as amended (which would include keeping Ordinance No. 2025-09 on the agenda) made by Commissioner Smith, seconded by Commissioner Smukler.

Voice Vote: **MOTION PASSED 4-3** with Vice Mayor Jean, Commissioner Chernoff, and Commissioner Su opposed.

### **PRESENTATIONS/DISCUSSIONS**

A video was shown featuring residents of the city of Chattanooga repairing and designing potholes with artwork, building and providing bus benches, clearing overgrown paths, and picking up litter.

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. Stanley Brown
2. Charles Moseley
3. Shawn Sherwood
4. Bruce Lamberto
5. Irene Pilinger
6. Scott Weires
7. Barbara Kramer
8. Ketley Joachim
9. Livins Jean
10. Joseph Flagge
11. Tricia Harris
12. Mubarak Kazan

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

### **ANNOUNCEMENTS**

Jasmine Joseph of the Communications Department presented a video that featured the Hurricane Melissa relief supply drive and warm clothing donation drive, upcoming events at the NMB library, Farm Share food distribution, first time home buying program, menorah lighting ceremony, senior luncheon, NMB Asian Night Market, Martin Luther King Jr. poetry contest, and community Zumba classes.

## **CITY COMMISSION REPORTS**

Commissioner Chernoff discussed the City Manager selection process, mentioned recent tragic and violent world events, wished a happy holiday season, and talked about Sandra Douglas.

Commissioner Fleurimond talked about Sandra Douglas, thanked everyone for attending the meeting, discussed the recent violence in Australia, talked about the Hanukkah parade on 163<sup>rd</sup> Street and upcoming menorah lighting, and wished a happy holiday season.

Commissioner Smith discussed recent tragic and violent world events, talked about the warm clothing donation drive, reducing permit fees, and splash pad in the Highland Village community, directed staff for information regarding the NMB Water Task Force, discussed the City Manager selection process, and wished a happy holiday season.

Commissioner Smukler talked about recent tragic and violent world events and led a moment of silence, discussed the Freedom Tower, mentioned the upcoming menorah lighting, and wished a happy holiday season.

Commissioner Su thanked everyone for their public comments, discussed recent tragic and violent world events and the commitment of safety in the city, talked about legislation regarding the Florida League of Cities, mentioned the City Manager selection process, discussed the upcoming NMB Asian Night Market, and wished a happy holiday season.

Vice Mayor Jean praised the recent Snow Fest event, thanked the Public Works Department for the assessments throughout the city and directed staff to provide attention to all neighborhoods, discussed recent tragic and violent world events, talked about Sandra Douglas, Larry Thompson, and all others who passed away this year, and expressed support for efforts regarding TPS.

Mayor Joseph discussed the importance of remaining vigilant and combating antisemitism, wished a happy holiday season, and expressed the honor and significance of serving as a Commissioner and Mayor.

## **CONSENT AGENDA**

**Commission Conference Minutes of November 17, 2025**

**Regular Commission Meeting Minutes of November 17, 2025**

**Special Commission Meeting Minutes of December 8, 2025**

### **Resolution R2025-191 Approving Agreement with Team Contracting for Park Infrastructure Enhancements and Maintenance (Ian Fors, Interim Parks and Recreation Director)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A CONTRACT BETWEEN THE CITY AND THE TEAM CONTRACTING, INC. TO FURNISH GENERAL CONTRACTING AND CONSTRUCTION MANAGEMENT SERVICES FOR A TOTAL BUDGETED AMOUNT NOT TO EXCEED \$400,000;

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.

**Resolution R2025-192 Supporting the Florida League of Cities Legislative Platform (Commissioner Fortuna Smukler)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, URGING MEMBERS OF THE FLORIDA LEGISLATURE TO SUPPORT THE 2025 FLORIDA LEAGUE OF CITIES LEGISLATIVE PLATFORM; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**Resolution R2025-193 Approving the Award of the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) for 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.

**Resolution R2025-194 Encouraging and Promoting Volunteerism and Community Engagement within the City (Vice Mayor Daniela Jean and Commissioner Jay Chernoff)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ENCOURAGING AND PROMOTING VOLUNTEERISM AND COMMUNITY ENGAGEMENT WITHIN THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**Resolution R2025-196 Accepting the Land Development Fee Study Plan (Zafar Ahmed, Community Development Director)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ACCEPTING THE LAND DEVELOPMENT FEE STUDY PLAN; PROVIDING FOR FINDINGS OF FACT; IMPLEMENTATION; CONFLICTS; SCRIVENER'S ERRORS; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**Resolution R2025-197 Approving an Agreement with Fisher Scientific for the Purchase of Laboratory Equipment, Instruments and Laboratory Supplies (Hamid Nikvan, NMB Water Director)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE UTILIZATION OF MULTIPLE PIGGYBACK

CONTRACTS BETWEEN THE CITY AND FISHER SCIENTIFIC COMPANY, LLC. FOR THE PURCHASE OF LABORATORY EQUIPMENT AND SUPPLIES FOR AN ANNUAL BUDGETED AMOUNT NOT TO EXCEED \$85,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**Resolution R2025-198 Approving Purchase Orders for Your Office and JC White for Workstations (Hamid Nikvan, NMB Water Director)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A CHANGE ORDER TO PIGGYBACK CONTRACT FOR THE PURCHASE AND INSTALLATION OF WORKSTATIONS IN A BUDGETED AMOUNT NOT TO EXCEED \$135,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-198 was withdrawn.

**Resolution R2025-199 Approving an Agreement with Sherwin-Williams for the Purchase of Paint, Caulking, and Supplies (Kerlyne McHenry, Interim Public Works Director)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A CONTRACT BETWEEN THE CITY AND THE SHERWIN-WILLIAMS CO. FOR THE PURCHASE OF PAINT AND RELATED SUPPLIES FOR AN ANNUAL BUDGETED AMOUNT NOT TO EXCEED \$65,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**ResolutionR2025-200 Approving an Agreement with Ware Group for the Purchase of HVAC Equipment, Parts, and Supplies (Kerlyne McHenry, Interim Public Works Director)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A CONTRACT BETWEEN THE CITY AND MULTIPLE VENDORS FOR CITYWIDE AC PARTS AND SUPPLES FOR AN ANNUAL BUDGETED AMOUNT NOT TO EXCEED \$60,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**Resolution R2025-201 Approving an Extension to the Agreement with Arrow Asphalt for Roadway, Drainage, and other Civil Works Related Projects (Kerlyne McHenry, Interim Public Works Director)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A CONTRACT EXTENSION TO THE PREVIOUSLY APPROVED CONTRACT WITH ARROW ASPHALT & ENGINEERING INC. FOR THE PURCHASE OF ROADWAY, DRAINAGE, AND OTHER CIVIL

WORKS RELATED PROJECTS; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**Resolution R2025-203**

A RESOLUTION OF THE MAYOR AND COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, DENOUNCING THE ANTISEMITIC ATTACK AGAINST THE JEWISH COMMUNITY THAT OCCURRED ON DECEMBER 14, 2025 AT BONDI BEACH IN SYDNEY, AUSTRALIA; EXPRESSING SYMPATHY AND SOLIDARITY WITH THE VICTIMS, THEIR FAMILIES, AND THE GLOBAL JEWISH COMMUNITY; REAFFIRMING THE CITY'S COMMITMENT TO OPPOSING ANTISEMITISM AND HATE IN ALL FORMS; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Voice Vote: **MOTION PASSED 5-0** with Vice Mayor Jean and Commissioner Su off the dais.

**LEGISLATION**

**Resolution R2025-190 Eastern Shores Special Taxing District First Addition Accepting the Recommendation to Retain Knights Protection Services for Stationary Guardhouse Security Services**

A RESOLUTION OF THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION TO THE CITY COMMISSION FROM THE EASTERN SHORES FIRST ADDITION SPECIAL TAXING DISTRICT BOARD MEETING OF DECEMBER 3, 2025 THAT KNIGHTS PROTECTION SERVICES BE RETAINED FOR STATIONARY GUARDHOUSE SECURITY SERVICES STARTING AS SOON AS POSSIBLE WITH DAILY 24/7 COVERAGE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2025-190 was pulled from the Consent Agenda.

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

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

1. David Templer
2. Stanley Brown
3. Charles Moseley

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

The Mayor and Commission thoroughly discussed the item and City Attorney Joseph Geller proposed a motion.

**Motion to approve** to accept the recommendation of the special taxing district advisory board to contract with the proposed protection services company month to month pending further review and investigation of the finances made by Commissioner Smith, seconded by Commissioner Smukler.

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

**Resolution R2025-195 Approving a Task Order with Ramba Consulting (City Manager's Office)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING TASK ORDER FOR LEGISLATIVE AND EXECUTIVE BRANCH LOBBYING SERVICES IN A MONTHLY AMOUNT OF \$20,000.00 WITH RAMBA CONSULTING GROUP, LLC. RFQ-24-024-SG LOBBYING SERVICES; 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 R2025-95 was pulled from the Consent Agenda.

Chief Procurement Officer Shereece George Depusoir and City Attorney Joseph Geller provided an explanation of the item.

**Motion to approve** Resolution R2025-95 made by Commissioner Smukler, seconded by Mayor Joseph.

Voice Vote: **MOTION PASSED 6-1** with Commissioner Su opposed.

**Ordinance No. 2025-12 (Second Reading) Suspension of Delinquent Accounts for Solid Waste Commercial Accounts (Kerlyne McHenry, Interim Public Works Director)**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, AMENDING CHAPTER XVIII ENTITLED "SOLID WASTE MANAGEMENT" SECTION 18-3 ENTITLED "GARBAGE AND TRASH COLLECTION FEES; SCHEDULE" OF THE CITY CODE OF ORDINANCES TO CREATE SECTION 18-3.1 ENTITLED "SUSPENSION OF COMMERCIAL DUMPSTER ACCOUNT SERVICE FOR UNPAID BILLS"; REQUIRING MANDATORY COMMERCIAL SOLID WASTE SERVICE; AUTHORIZING THE SUSPENSION OR REMOVAL OF COMMERCIAL DUMPSTER SERVICE FOR DELINQUENT ACCOUNTS; PROVIDING FOR ENFORCEMENT, LIENS, FINES, AND REINSTATEMENT REQUIREMENTS; PROVIDING FOR NOTICE PROCEDURES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Interim Director of Public Works Kerlyne McHenry provided an explanation of the item.

**Motion to approve** Ordinance No. 2025-12 made by Commissioner Chernoff, seconded by Commissioner Smukler.

Roll Call Vote:

Chernoff - **Yes**  
Fleurimond - **Yes**  
Smith - **Yes**  
Smukler - **Yes**  
Su - **Yes**  
Jean - **Yes**  
Joseph - **Yes**

**MOTION PASSED 7-0.**

**Ordinance No. 2025-09 (Second Reading) Establishing the Housing and Economic Development Department (Marline Monestime, Interim Assistant City Manager)**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, CREATING THE DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT OF THE CITY OF NORTH MIAMI BEACH; PROVIDING FOR THE ESTABLISHMENT OF THE DEPARTMENT AND APPOINTMENT OF THE DIRECTOR; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER'S ERROR, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interim Assistant City Manager Marline Monestime provided an explanation of the item.

**Motion to approve** Ordinance No. 2025-09 made by Commissioner Fleurimond, seconded by Commissioner Chernoff.

Roll Call Vote:

Fleurimond - **Yes**  
Smith - **Yes**  
Smukler - **Yes**  
Su - **No**  
Chernoff - **Yes**  
Jean - **Yes**  
Joseph - **Yes**

**MOTION PASSED 6-1** with Commissioner Su opposed.

**Ordinance No. 2025-13 (First Reading) Regulations for Home-Based Businesses (Zafar Ahmed, Community Development Director)**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING CHAPTER XII, ENTITLED LOCAL BUSINESS TAX RECIEPTS AND REGULATIONS, ARTICLE I, SECTION 12-1.20, RENAMED HOME-BASED BUSINESSES; CHAPTER XXIV, ENTITLED ZONING AND LAND DEVELOPMENT, ARTICLE II. DEFINITIONS, SECTION 24-21 RENAMED INTENT AND LANGUAGE, SECTION 24-22 DEFINITIONS; AND ARTICLE V ZONING USE DISTRICTS, SECTION 24-41 RESIDENTIAL SINGLE FAMILY - 1 (RS-1) DISTRICT, SECTION 24-42 RESIDENTIAL SINGLE FAMILY - 2 (RS-2) DISTRICT, SECTION 24-43 RESIDENTIAL SINGLE FAMILY - 3

(RS-3) DISTRICT, SECTION 24-44 RESIDENTIAL SINGLE FAMILY - 4 (RS-4) DISTRICT, SECTION 24-44.1 RESIDENTIAL SINGLE FAMILY - 5 (RS-5) DISTRICT, SECTION 24-44.2 MOBILE HOME (MH) DISTRICT, SECTION 24-45 RESIDENTIAL DUPLEX (RD) DISTRICT, SECTION 24-47 RESIDENTIAL MULTIFAMILY - 19 (RM-19) DISTRICT, SECTION 24-48 RESIDENTIAL MULTIFAMILY - 23 (RM-23) DISTRICT, AND SECTION 24-49 RESIDENTIAL MULTIFAMILY - 32 (RM-32) DISTRICT OF THE CITY'S CODE OF ORDINANCES TO ENSURE CONSISTENCY WITH FLORIDA STATUTE 559.955 HOME-BASED BUSINESSES LOCAL GOVERNMENT RESTRICTIONS; PROVIDING FOR FINDINGS OF FACT; CODIFICATION; CONFLICTS; SCRIVENER'S ERRORS; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

1. Mubarak Kazan

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

Director of Community Development Zafar Ahmed provided an explanation of the item.

**Motion to approve** Ordinance No. 2025-13 made by Commissioner Smukler, seconded by Mayor Joseph.

Roll Call Vote:

Smith - **Yes**

Smukler - **Yes**

Su - **Yes**

Chernoff - **Yes**

Fleurimond - **Yes**

Jean - **Yes**

Joseph - **Yes**

**MOTION PASSED 7-0.**

**Ordinance No. 2025-14 (First Reading) Creating Workforce and Hero Housing Program (Vice Mayor Daniela Jean)**

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING CHAPTER XXIV "ZONING AND LAND DEVELOPMENT" OF THE CODE OF ORDINANCES TO CREATE A NEW ARTICLE XXI ENTITLED "WORKFORCE AND HERO HOUSING DENSITY BONUS PROGRAM"; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR DEFINITIONS, ELIGIBILITY CRITERIA, AND DEVELOPMENT INCENTIVES INCLUDING FRACTIONAL DENSITY CALCULATION FOR QUALIFYING UNITS; PROVIDING FOR ADMINISTRATION AND COMPLIANCE; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

1. Mubarak Kazan

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

Director of Community Development Zafar Ahmed provided an explanation of the item.

**Motion to approve** Ordinance No. 2025-14 made by Commissioner Chernoff, seconded by Commissioner Smith.

Roll Call Vote:

Smukler - **Yes**

Su - **Yes**

Chernoff - **Yes**

Fleurimond - **Yes**

Smith - **Yes**

Jean - **Yes**

Joseph - **Yes**

**MOTION PASSED 7-0.**

**Resolution R2025-202 Adopting Fee Schedule for Solid Waste Violations (Kerlyne McHenry, Interim Public Works Director)**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA ESTABLISHING PUBLIC WORKS FEE SCHEDULE FOR SOLID WASTE VIOLATIONS; PROVIDING FOR ADMINISTRATION AND COMPLIANCE; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE.

Interim Director of Public Works Kerlyne McHenry provided an explanation of the item.

**Motion to approve** Resolution R2025-202 made by Commissioner Chernoff, seconded by Mayor Joseph.

**MOTION PASSED 7-0.**

**APPOINTMENTS**

Appointing Commissioner Fortuna Smukler as Vice Mayor effective January 1, 2026

Appointing Greg Chavarria to the Public Utilities Commission

Appointing Franchesca Taylor to the Planning and Zoning Board

Appointing Jules Cadet to the Youth Advisory Board

Appointing Isabella Estassin to the Youth Advisory Board

Appointing Kermarley Graham to the Youth Advisory Board

Appointing Kyara Joseph to the Youth Advisory Board  
Appointing Jahnoah McCant to the Youth Advisory Board  
Appointing Shuyi Mo to the Youth Advisory Board  
Appointing Loobentz Pulvaldady to the Youth Advisory Board  
Appointing Vincent Smith to the Youth Advisory Board

**Motion to approve** the appointments made by Commissioner Chernoff, seconded by Mayor Joseph.  
**MOTION PASSED 7-0.**

### **DISCUSSION**

Commissioner Su started a discussion regarding previously approved Resolution R2025-167 regarding (drainage improvements in Eastern Shores on N.E. 164<sup>th</sup> Street), Resolution R2025-168 (Y.E.S. Center door replacement), and Resolution R2025-169 (repaving in Eastern Shores on N.E. 168<sup>th</sup> Street and N.E. 171<sup>st</sup> Street). The Mayor and Commission discussed the items.

**Motion to reconsider** the vote approving Resolution R2025-169 made by Commissioner Su, seconded by Commissioner Smith.

Commissioner Smith rescinded her second to the motion.

**Motion to reconsider** the vote approving Resolution R2025-169 made by Commissioner Su, seconded by Vice Mayor Jean.

**MOTION FAILED 2-5** with Mayor Joseph, Commissioner Chernoff, Commissioner Fleurimond, Commissioner Smith, and Commissioner Smukler opposed.

The Mayor and Commission discussed the process of hiring a City Manager.

**Motion to approve** the dates of January 6, 2026 and January 7, 2026 to interview City Manager candidates and to select the City Manager at the Commission Meeting on January 20, 2026 made by Commissioner Chernoff, seconded by Mayor Joseph.

**MOTION PASSED 7-0.**

City Attorney Joseph Geller and the Mayor and Commission discussed the NMB Water task force.

Commissioner Smukler started a discussion about police detail regarding the Mayor and Commission. Chief of Police Juan Pinillos discussed the sergeant-at-arms program and dignitary protection service. The Mayor and Commission discussed the matter.

City Attorney Joseph Geller and the Mayor and Commission discussed the process of selecting candidates for City Manager.

### **ADJOURNMENT**

The meeting was adjourned at 11:57pm.

**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**

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Andrise Bernard, MMC, City Clerk
<b>VIA:</b>	
<b>DATE:</b>	January 20, 2026

---

**RE:** Commission Conference Minutes of December 16, 2025 (Andrise Bernard, MMC, City Clerk)

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**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY**

**IMPACT:**

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**ATTACHMENTS:**

Description

- ☐ Commission Conference Minutes of December 16, 2025



**CITY OF NORTH MIAMI BEACH**  
City Hall, Commission Chambers, 2<sup>nd</sup> Floor  
17011 N.E. 19<sup>th</sup> Avenue  
North Miami Beach, FL. 33162  
**Monday, December 16, 2025**

Mayor Michael Joseph  
Vice Mayor Daniela Jean  
Commissioner Jay Chernoff  
Commissioner McKenzie Fleurimond  
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**

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**ROLL CALL OF THE CITY OFFICIALS**

The Commission Conference was called to order at 5:06pm.

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

The Mayor and Commission presented a proclamation and plaque recognizing NMB Water for winning a 2025 American Water Works Association distribution system award.

The Mayor and Commission presented a proclamation recognizing Camillus House.

The Mayor and Commission presented a proclamation and trophy recognizing the North Miami Beach Senior High School football team.

The Mayor and Commission presented a proclamation recognizing Angels for Humanity.

The Mayor and Commission presented a proclamation recognizing Elifranc Cher-Frere on his 100<sup>th</sup> birthday.

**ADJOURNMENT**

The Commission Conference was adjourned at 5:51pm.

**ATTEST:**

(SEAL)

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Andrise Bernard, MMC, City Clerk



**Consent Agenda  
9.3.**

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

**MEMORANDUM**

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Andrise Bernard, MMC, City Clerk
<b>VIA:</b>	
<b>DATE:</b>	January 20, 2026

---

**RE:** Commission Workshop Minutes of January 6, 2026 (Andrise Bernard, MMC, City Clerk)

---

**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY**

**IMPACT:**

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**ATTACHMENTS:**

Description

- ☐ Commission Workshop Minutes of January 6, 2026



**CITY OF NORTH MIAMI BEACH**  
City Hall, Commission Chambers, 2<sup>nd</sup> Floor  
17011 N.E. 19<sup>th</sup> Avenue  
North Miami Beach, FL. 33162  
**Tuesday, January 6, 2026**

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

Interim City Manager Andrew Plotkin  
  
City Attorney Greenspoon Marder  
  
City Clerk Andrise Bernard, MMC

**Commission Workshop Minutes**

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**ROLL CALL OF THE CITY OFFICIALS**

The Commission Workshop was called to order at 6:08pm.

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

The Pledge of Allegiance was led by the Vice Mayor and Commission.

Vice Mayor Smukler discussed and explained the process of the workshop.

North Miami Beach resident Mubarak Kazan picked the names of the candidates for the position of City Manager to determine the order of the interviews.

Marline Monestime provided an introduction regarding her professional background and experience. The Vice Mayor and Commission asked several questions to Marline Monestime about the position of City Manager. Marline Monestime provided closing comments.

Darvin Williams provided an introduction regarding his professional background and experience. The Vice Mayor and Commission asked several questions to Darvin Williams about the position of City Manager. Darvin Williams provided closing comments.

Rasha Cameau provided an introduction regarding her professional background and experience. The Vice Mayor and Commission asked several questions to Rasha Cameau about the position of City Manager. Rasha Cameau provided closing comments.

Vice Mayor Smukler announced that there will be a Commission Workshop on January 7, 2026 to interview one more candidate for the position of City Manager and the vote to select a City Manager will take place at the Regular Commission Meeting on January 20, 2026.

**ADJOURNMENT**

The Commission Workshop was adjourned at 9:03pm.

**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**

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Andrise Bernard, MMC, City Clerk
<b>VIA:</b>	
<b>DATE:</b>	January 20, 2026

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**RE:** Commission Workshop Minutes of January 7, 2026 (Andrise Bernard, MMC, City Clerk)

---

**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY**

**IMPACT:**

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**ATTACHMENTS:**

Description

- ☐ Commission Workshop Minutes of January 7, 2026



**CITY OF NORTH MIAMI BEACH**  
City Hall, Commission Chambers, 2<sup>nd</sup> Floor  
17011 N.E. 19<sup>th</sup> Avenue  
North Miami Beach, FL. 33162  
**Wednesday, January 7, 2026**

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

Interim City Manager Andrew Plotkin  
  
City Attorney Greenspoon Marder  
  
City Clerk Andrise Bernard, MMC

**Commission Workshop Minutes**

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**ROLL CALL OF THE CITY OFFICIALS**

The Commission Workshop was called to order at 6:07pm.

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

The Pledge of Allegiance was led by the Vice Mayor and Commission.

Ricardo Mendez was introduced as a candidate for the position of City Manager.

Vice Mayor Smukler discussed and explained the process of the workshop.

Ricardo Mendez provided an introduction regarding his professional background and experience. The Vice Mayor and Commission asked several questions to Ricardo Mendez about the position of City Manager. Ricardo Mendez provided closing comments.

**ADJOURNMENT**

The Commission Workshop was adjourned at 7:02pm.

**ATTEST:**

(SEAL)

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Andrise Bernard, MMC, City Clerk



**Consent Agenda  
9.5.**

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

**MEMORANDUM**

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	
<b>VIA:</b>	
<b>DATE:</b>	January 20, 2026

---

**RE:** Eastern Shores Special Taxing District (First and Second Addition) - N/A

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**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY**

**IMPACT:**

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**Consent Agenda  
9.6.**

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

**MEMORANDUM**

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Kerlyne McHenry, Interim Public Works Director
<b>VIA:</b>	Andrew Plotkin, Interim City Manager
<b>DATE:</b>	January 20, 2026

---

**RE:** Resolution No. R2026-01 Approving a Task Order with The Engineering Company, LLC for Staff Augmentation Services (Kerlyne McHenry, Interim Public Works Director)

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**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY**

**IMPACT:**

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**ATTACHMENTS:**

Description

- Resolution
- Memo
- Exhibit A

**RESOLUTION NO. R2026--**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A TASK ORDER BETWEEN THE CITY AND THE ENGINEERING COMPANY, LLC FOR STAFF AUGMENTATION SERVICES; IN A BUDGETED AMOUNT NOT TO EXCEED \$400,000; 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**, the Clerk of the Board of County Commissioners Miami-Dade County, Florida awarded Contract No. EDP-PSA-2029 *Continuous Professional Engineering Services Agreement* to The Engineering Company, LLC (“TEC”) effective February 13, 2025, through December 31, 2029 (“*Piggyback Contract*”)

**WHEREAS**, utilizing aforementioned contract, the City previously approved Resolution R2025-117 to provide staff augmentation services with The Engineering Company, LLC (TEC) for Fiscal Year 2025, on an as-needed basis, in an amount not to exceed \$125,000; and

**WHEREAS**, the Public Works Department continues to face staffing shortages in engineering due to vacant positions, and engineering services remain critical to ensure the timely review, oversight, and delivery of capital improvement projects, infrastructure maintenance, public safety initiatives, and compliance with regulatory requirements; and

**WHEREAS**, to maintain continuity of services and avoid project delays, the City seeks to temporarily supplement City staff with qualified professional engineering personnel from The Engineering Company, LLC (“TEC”) utilizing the aforementioned contract for the 2026 fiscal year, in an amount not to exceed \$400,000, on an as-needed basis; and

**WHEREAS**, the additional engineering support will include assistance in Transportation, Stormwater evaluation and design, environmental compliance related to stormwater management, Utility assessment and repair management, and Construction Management & Inspection, as well as support for priority capital improvement projects; 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

**RESOLUTION NO. R2026**

with TEC in a not to exceed amount of \$400,000 for engineering consulting services; 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 The Engineering Company, LLC in a not to exceed amount of \$400,000 for engineering consulting services.

**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 The Engineering Company, LLC in a not to exceed amount of \$400,000, for engineering consulting services in substantially the form attached as Exhibit "A," is approved and the City Manager or designee is authorized to issue purchase orders and execute the Task 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 INTENTIONALLY LEFT BLANK]**

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled this **20<sup>th</sup> day of January 2026**.

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



## **City of North Miami Beach, Florida**

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### **Public Works Department**

**TO:** Andrew Plotkin, City Manager (Interim); Mayor & Commissioners

**FROM:** Kerlyne McHenry, Public Works Director (Interim)

**CC:** Gregory Christian, Engineering & Construction Mgr.; Ahmed Albasri, Engineer II; Shashanka Erravalli, Project Manager; Omar Herrera, City Engineer - Professional Services; Sheron Stewart, Budget Manager

**DATE:** January 7/2026

**SUBJECT:** Authorization to Procure Staff Augmentation Engineering Services for FY26

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#### **Purpose**

The purpose of this memorandum is to request approval to proceed with staff augmentation professional services to support civil, transportation, stormwater, environmental, utility, and construction management/inspection engineering functions.

#### **Background**

The Public Works Department currently has approximately \$26 million in capital improvement projects transitioning into the construction phase. This portfolio includes multiple high-priority initiatives that are critical to the City's infrastructure and service delivery objectives, such as traffic calming projects, building construction, and storm drainage improvements.

At present, the Department is experiencing significant staffing shortages and lacks several key technical positions necessary to effectively deliver these projects. These resource gaps limit the Department's ability to provide adequate project management, perform appropriate quality assurance and quality control (QA/QC), and proactively manage technical, schedule, and cost-related risks.

#### **Justification**

As the capital improvement portfolio advances into construction, the level of effort and technical oversight required will increase substantially. Without supplemental professional support, the Department faces increased risks related to project delivery, contractor coordination, regulatory compliance, and overall performance.

Staff augmentation will enable the Department to:

- Provide effective project and construction management across multiple concurrent projects
  - Ensure adequate QA/QC and technical review of engineering deliverables
-

- Mitigate project risks related to schedule delays, cost overruns, and regulatory compliance
- Streamline Stormwater operations while maintaining progress on other capital improvement projects

### **Recommendation**

It is recommended that the City Manager and City Commission approve the Public Works Department to proceed with The Engineering Company (TEC) for staff augmentation professional services. This action will provide the necessary technical capacity to support the Department's workload, maintain project momentum, and ensure the successful delivery of the City's high-priority capital improvement projects.

Public Works recommend the commission approve the request to move forward with an agreement with The Engineering Company in Fiscal Year 2026 (FY26) for staff augmentation services through a piggyback of Miami-Dade County Contract No. EDP-PSA-2029 (Continuous Professional Services Agreement).

Engineering staff augmentation support will focus on the following primary disciplines:

- Transportation Engineering
- Stormwater evaluations, design, and MS4/NPDES compliance support
- Environmental support
- Utility assessment and repair management
- Construction management and inspection services

TEC will function as an extension of City staff, coordinating with Public Works, Police, Fire, Planning and Zoning, IT, and other City departments, as well as County and State agencies and private utilities. Services will also include support for updating and maintaining the City's GIS, where appropriate.

All work will be performed on a time-and-materials basis with a not-to-exceed (NTE) amount of \$400,000 for FY26.



Date: December 29, 2025

Kerlyne McHenry  
Public Works Director  
City of North Miami Beach – Public Works Department  
17050 NE 19th Ave  
North Miami Beach, FL

**Subject:** Proposal – FY26 Engineering Staff Augmentation – Transportation, Stormwater, Environmental, Utility & Construction Management Support

Dear Kerlyne,

The Engineering Company, LLC (TEC) is pleased to submit this proposal for FY26 Engineering Staff Augmentation in support of the City of North Miami Beach Public Works Department. This proposal reflects the services and disciplines we have been providing to the City and expands them for the new fiscal year to delineate support for Transportation, Stormwater evaluations, designs, and MS4/NPDES compliance, Environmental, Utility assessment and repair management, and Construction Management & Inspection. This proposal also includes the priority projects that TEC will be supporting the City on in FY26.

All work will be provided on a time-and-materials (T&M) basis with a Not-to-Exceed (NTE) amount of \$400,000 for FY26. Invoicing shall be Net 30. The City intends to continue utilizing TEC through the piggy-back of Contract No. EDP-PSA-2029 with Miami-Dade County (Continuous Professional Services Agreement).

Thank you for the opportunity to continue supporting the City's Public Works priorities. TEC stands ready to mobilize upon authorization.

Sincerely,



OMAR HERRERA, PE  
PRINCIPAL  
THE ENGINEERING COMPANY, LLC

## 1 | Introduction

The City of North Miami Beach intends to utilize The Engineering Company, LLC (TEC) through the piggy-back of Contract No. EDP-PSA-2029 with Miami-Dade County (Continuous Professional Services Agreement).

For Fiscal Year 2026 (FY26), TEC proposes to provide Engineering Staff Augmentation to support the City of North Miami Beach Public Works Department. Services will be focused on the following primary disciplines:

- Transportation Engineering
- Stormwater Evaluations, Designs and MS4 / NPDES Compliance Support
- Environmental Support
- Utility Assessment and Repair Management
- Construction Management and Inspection Services

TEC will function as an extension of City staff, coordinating with Public Works, Police, Fire, Planning and Zoning, IT, and other departments, as well as County and State agencies and private utilities, to advance assignments efficiently, including support to update and maintain the City's GIS where appropriate.

All work will be performed on a time-and-materials basis with a Not-to-Exceed (NTE) amount of \$400,000 for FY26. Invoicing terms are Net 30.

## 2 | Key FY26 Projects and Roles

The City anticipates utilizing this FY26 Engineering Staff Augmentation contract to advance several priority transportation and stormwater projects. Under this agreement, TEC will support the following key efforts with the indicated primary roles:

- Texas U-Turn – Project Manager  
TEC will provide project management support for the Texas U-Turn improvements, including coordination with the selected design consultant, Miami-Dade County, and FDOT, and the review of deliverables related to traffic and safety analyses and design development, on behalf of the City.
- Highland Village Traffic Calming – Project Engineer  
TEC will continue to support the Highland Village Traffic Calming program as Project Engineer, assisting with traffic and safety evaluations, development and refinement of traffic calming concepts and plans, preparation of planning-level OPCCs, and coordination with residents and stakeholders as requested by the City.
- NE 164th Street, 168th Street, and 171st Street – Project Manager  
TEC will serve as Project Manager for follow-up phases of the NE 164th Street, 168th Street, and 171st Street improvements, including refinement of recommended repairs, coordination with contractors and utilities, preparation of scopes and OPCCs, and construction management and inspection support as authorized.

- NE 10th Avenue – Project Manager  
TEC will support the City as Project Manager for NE 10th Avenue improvements, providing corridor planning and concept development, traffic and safety review, stormwater and utility coordination, and support through design and construction phases under separate task authorizations.
- NE 168th Street and NE 20th Avenue Roundabout – Project Manager  
TEC will provide project management for the proposed roundabout at NE 168th Street and NE 20th Avenue, including the review of deliverables related to traffic and safety analysis, roundabout concept and layout development, planning-level OPCCs, agency coordination, public outreach support, and construction-phase services as authorized.
- Stormwater and Streets Quality Control; Stormwater Master Plan and Stormwater Rate Study – Project Engineer / Project Manager  
TEC will assist the City with stormwater and streets quality control activities, including review of stormwater and roadway improvements for consistency with City standards and MS4/NPDES obligations. TEC will also provide technical support for the City's Stormwater Master Plan and Stormwater Rate Study, including data review, coordination with City staff and consultants, development of planning-level OPCCs, and assistance with integrating recommendations into the City's capital planning and funding strategies.
- Highland Village Backflow Preventer – Project Manager  
TEC will support the Highland Village Backflow Preventer improvements as Project Manager, including coordination with the City's operations and maintenance staff, development and review of design concepts and OPCCs, and construction management and inspection support during installation and closeout.

Additional tasks and projects may be authorized by the City under this contract as needs arise during FY26, consistent with the as-needed scope of services described in the following sections.

### **3 | Scope of Services (Engineering Staff Augmentation)**

Services will be performed when requested by Public Works and prioritized by the City. The following task catalog lists activities that may be authorized under this contract, organized by discipline. Specific deliverables and schedules will be defined per service request.

#### **3.1 Transportation Engineering Support**

Representative services include:

- Traffic and Safety Studies
  - Corridor and intersection operational reviews (LOS, delay, queues, safety)
  - Speed studies and traffic calming evaluations
  - Crash data review and development of mitigation strategies
  - Development of planning-level opinions of probable construction cost (OPCC) for recommended transportation and safety improvements
- Traffic Impact and Development Review

- Traffic Impact Assessments and technical memos for development and redevelopment projects
  - Review of developer traffic studies, site plans, and access and site circulation
- Complete Streets, Pedestrian and Bicycle Improvements
  - Concept and design support for crosswalks, mid-block crossings, bike lanes, shared-use paths, and ADA improvements
  - Safety audits focusing on pedestrians, bicyclists, school routes, and transit stops
  - Concept-level OPCCs for Complete Streets and pedestrian and bicycle projects
- Roadway and Traffic Control Design Support
  - Conceptual and detailed design support, including renderings, for intersections, corridors, lane reconfiguration, and traffic calming measures (speed humps and tables, chicanes, curb extensions, mini-roundabouts)
  - Temporary Traffic Control (TTC) and Maintenance of Traffic (MOT) plans for maintenance and construction
- Standards and Agency Coordination
  - Ensure conformance with applicable standards and guidelines (MUTCD, ADA, FDOT/FHWA requirements, Miami-Dade County DTPW, City standards)
  - Coordination with Miami-Dade County, FDOT, and other agencies for approvals and comments
- Grant and Funding Support for Transportation Projects
  - Identification of transportation-related funding opportunities aligned with City priorities
  - Preparation of technical content, schedules, and OPCCs for use in grant applications
  - Assistance with grant reporting and coordination with funding agencies for transportation projects
- GIS Support
  - Coordination with City staff to update GIS-based layers and maps for transportation-related assets and studies.

### **3.2 Stormwater Evaluations, Designs and MS4 / NPDES Compliance Support**

Representative services include:

- Field Assessments and Problem Identification
  - Site visits, field assessments, CCTV video reviews, and citizen complaint response
  - Documentation of localized flooding, ponding, system capacity concerns, and recurring maintenance issues
- Hydrologic and Hydraulic Evaluations
  - Planning-level stormwater capacity checks using available data (as-built plans, GIS, storm models where available)
  - Identification of deficiencies in inlets, pipes, swales, outfalls, and pump-related systems
- Stormwater Operations and MS4 / NPDES Compliance Support

- Assessment of existing stormwater operations, including workflows, maintenance practices, and recordkeeping
- Review of the City's role and responsibilities as an MS4 co-permittee under Miami-Dade County's permit, and identification of gaps or risks
- Review and refinement of the City's Standard Operating Procedures (SOPs) for NPDES compliance, including inspection, cleaning, documentation, and reporting practices
- Evaluation of staffing levels and organizational structure relative to MS4/NPDES obligations and best practices
- Assistance with implementing improvements to support ongoing compliance, including checklists, templates, tracking tools, and coordination with Miami-Dade County and FDEP as needed
- Conceptual and Preliminary Design
  - Development of conceptual and preliminary stormwater improvements (such as new or upsized pipes, inlets, swales, exfiltration systems, storage, outfall modifications, and flap gates)
  - Concept narratives, layout sketches, and planning-level opinions of probable construction cost (OPCC)
- Final Design Support
  - Basis-of-design documentation, design criteria, and draft plan sheets for selected stormwater projects
  - Coordination with survey, geotechnical, and other specialty providers (as needed and when separately authorized)
- Funding, Grant and Program Support
  - Input to capital planning and prioritization of stormwater projects
  - Technical support for stormwater and resiliency-related grant and funding applications, including preparation of narratives, schedules, OPCCs, and supporting exhibits
  - Assistance with grant-related reporting, metrics, and coordination with funding agencies for stormwater projects
- GIS Support
  - Support to update and maintain the City's stormwater-related GIS data, including pipes, inlets, outfalls, basins, and problem locations.

### **3.3 Environmental Support**

Representative services include:

- Environmental Screening and Due Diligence
  - Desktop environmental screening for proposed projects (wetlands, protected species, cultural resources, park and historic-site protections under Sections 4(f) and 6(f), floodplains, contamination indicators)
  - Support for NEPA-related documentation at a planning level (such as categorical exclusion support information, environmental checklists, and summary memos)
- Regulatory Coordination

- Coordination with agencies such as SFWMD, FDEP, USACE, and Miami-Dade County where environmental considerations affect project scopes or schedules
- Technical input for permit applications prepared under other contracts or by the City
- Mitigation Concept Support
  - High-level recommendations for mitigation measures, BMPs, and other elements integrated into transportation and stormwater projects
  - Planning-level OPCCs for environmental features where applicable

Note: Detailed Environmental Site Assessments (Phase I/II ESA), contamination remediation design, and laboratory testing are excluded from this T&M scope and would require separate authorization or contracts, if needed.

### **3.4 Utility Assessment and Repair Management**

Representative services include:

- Inventory and Condition Assessment
  - Field inventories and verification of City-owned and/or City-maintained assets (streetlights, poles, communications cables)
  - Condition assessment, documentation of deficiencies (damaged poles, exposed or broken conduits, downed or low-hanging cables, missing fixtures), and prioritization
- Repair Management and Coordination
  - Preparation of repair scopes, sketches, and photo logs for each asset or cluster of assets
  - Coordination with contractors and with third-party utility owners (such as FPL and communications providers) for issues falling under their responsibility
  - Tracking repair status from identification through completion and close-out
- Program Management, GIS and Reporting
  - Development and maintenance of tracking logs, GIS layers, and dashboards (as available) to monitor open issues and completed repairs
  - Periodic summary reports for management and elected officials (locations repaired, costs, outstanding items, safety and hazard remediation status)
  - Planning-level OPCCs for utility repair programs and capital upgrades where appropriate
- Standards, Safety and Compliance
  - Review of applicable standards and regulations governing utility installations within City rights-of-way
  - Recommendations to improve long-term reliability, safety, and aesthetics (such as standardized details, preferred hardware, clearances, and attachment policies)

## 3.5 Construction Management and Inspection Services

Representative services include:

- Pre-Construction Support
  - Review of construction documents, specifications, and bid packages for clarity and constructability
  - Assistance with pre-construction meetings and contractor coordination
- Construction Inspection and Field Services
  - On-site inspection for transportation, stormwater, utility, and related public works projects
  - Verification of work in accordance with plans, specifications, and applicable standards
  - Daily reports, photo documentation, and coordination with City staff regarding field issues
- Contract Administration and Documentation
  - Review of RFIs, submittals, shop drawings, and change order requests
  - Verification of pay applications and quantities
  - Assistance with maintaining project logs, action items, and decision tracking
- Schedule, Quality and Cost Control
  - Monitoring contractor schedules and identifying potential delays
  - Support in addressing quality issues and non-conforming work
  - Preparation of planning-level OPCCs for field changes and alternative solutions, as requested
- Closeout Support
  - Punch-list development and tracking
  - Review of as-built drawings and coordination with updating the City's GIS to reflect final constructed conditions.

## 4 | Work Authorization and Deliverables

### 1. Service Requests

Public Works will authorize work by email or task directive specifying:

- Discipline(s) involved
- Description of the requested services
- Requested deliverables and desired timeline

### 2. Task Confirmations

TEC will reply with a brief task confirmation (scope, key assumptions, roles, and estimated hours) before commencing work.

### 3. Deliverables

Depending on the assignment, deliverables may include:

- Technical memoranda and summary reports
- Concept layouts, sketches, and CAD drawings
- Traffic analysis files, tables, and exhibits
- Stormwater evaluations, concept designs, renderings and OPCCs

- Planning-level OPCCs for transportation, environmental, utility, and construction-related alternatives
  - Environmental screening checklists and support documentation
  - Utility and asset inventory logs, repair packages, and status trackers
  - Construction management and inspection deliverables, which may include:
    1. Daily construction inspection reports and photo logs
    2. Three-week look-ahead schedules and coordination meeting minutes
    3. Cost-loaded schedules and progress curves (as applicable)
    4. RFI, submittal, and change-order logs
    5. Conflict-resolution matrix tracking design and field issues to resolution
    6. Punch lists and closeout documentation, including as-built markups for GIS updates
  - Grant-support deliverables, such as narratives, schedules, benefit summaries, and supporting exhibits for transportation and stormwater applications
  - TTC/MOT plans, public-facing exhibits, and presentation slide decks
  - Updates and exports of GIS layers, maps, and asset datasets supporting the above services
4. Progress Reporting
- Monthly progress summaries will accompany invoices and can be tailored to City reporting needs (for example, by discipline, by project, or by geographic area).

## 5 | Staffing and Hourly Billing Rates

All services will be billed at the following hourly rates:

<b>Role</b>	<b>Hourly Rate</b>
Principal / Lead Engineer	\$250
Senior Engineer	\$180
Senior Project Manager	\$180
Project Manager	\$160
Project Engineer	\$140
Construction Engineer / Field Engineer	\$140
CAD Drafter / Designer	\$130
Project Administrator	\$130

- The City may request specific staff for individual assignments; TEC will confirm availability and provide qualified alternates as needed.
- If adjustments to rates are required under Contract No. EDP-PSA-2029 or by mutual agreement for FY26, TEC will coordinate with the City prior to implementation.

## 6 | Invoicing and Payment Terms

- Invoicing and payment shall follow Contract No. EDP-PSA-2029 with Miami-Dade County (Continuous Professional Services Agreement).
- The City shall remit payment within 30 calendar days of receiving a properly submitted invoice (Net 30).
- Monthly invoices will itemize:
  - Actual hours by labor category
  - Task and discipline (Transportation, Stormwater, Environmental, Utility, Construction Management and Inspection, as applicable)
  - Brief narrative of work completed during the billing period
- TEC will actively monitor expenditures and notify the City when 80 percent of the authorized NTE (\$320,000) has been reached.
- Any out-of-scope work or other direct costs (ODCs), if needed, will be performed only with prior written authorization from the City.

## 7 | Assumptions and Exclusions

1. This is an as-needed labor contract; the City's assignment of tasks is discretionary and no minimum quantity of services is guaranteed.
2. Unless specifically requested and authorized by the City:
  - Permit fees, application fees, and recording fees are excluded.
  - Third-party costs (such as survey, subsurface utility engineering, traffic count vendors, lab testing, specialized environmental consultants, and geotechnical services) are excluded and will only be procured with separate authorization.
3. Detailed Environmental Site Assessments (Phase I/II ESA), contamination remediation design, and hazardous materials abatement design are not included and would require separate authorization.
4. Sealed engineering documents (final design packages and signed/sealed plans) will be provided only when expressly authorized; standard deliverables under this contract will generally be in planning, concept, or preliminary design form.
5. TEC is not responsible for delays caused by third parties or agencies; however, TEC will assist the City in proactively resolving comments and expediting reviews where possible.
6. The City will provide access to available data and systems necessary for efficient delivery, including prior studies, as-built drawings, GIS data, complaint logs, and asset inventories, as appropriate for each assignment.
7. Insurance certificates and compliance documentation will be furnished upon request in accordance with the underlying contract.



**Consent Agenda  
9.7.**

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

**MEMORANDUM**

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Hamid Nikvan, NMB Water Director
<b>VIA:</b>	Andrew Plotkin, Interim City Manager
<b>DATE:</b>	January 20, 2026

---

**RE:** Resolution No. R2026-02 Approving a Task Order Modification with Brown and Caldwell for the Pinetree Park South Water Main Replacement Design Project (Hamid Nikvan, NMB Water Director)

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**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY**

**IMPACT:**

---

**ATTACHMENTS:**

Description

- Resolution
- Staff Report
- Exhibit A

**RESOLUTION NO. 2026-**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING A TASK ORDER MODIFICATION WITH BROWN AND CALDWELL, INCREASING THE ESTIMATED EXPENDITURE BY \$70,218, FOR PINE TREE SOUTH WATER MAIN REPLACEMENT DESIGN PROJECT; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, The City of North Miami Beach awarded Contract RFQ 19-082-MC “*Continuing Services Agreement for Architectural/Engineering, Landscape Architect and Surveying Services*” approved by City Commission via R2020-62. Subsequently, the City executed agreements with the ranked firms that met the qualifications and provided firm pricing under the solicitation specifications – including an agreement with Brown and Caldwell (“*Brown and Caldwell*”); and

**WHEREAS**, City Commission approved Resolution R2024-56, authorizing a Task Order with Brown and Caldwell to provide project management, administration, coordination, and related services in an amount not to exceed \$534,980 for the system-wide water main replacement project at Pinetree South, Miami Gardens; and

**WHEREAS**, due to scope adjustments and design modifications, an additional amount of \$70,218 is required to complete the Task Order; and

**WHEREAS**, Section 3-3.20 of the Code of Ordinances of the 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 the Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to execute a Task Order modification to increase the previously approved expenditure by \$70,218, thereby increasing the contract total expenditure to \$605,198; 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 Task Order modification of the previously approved Task Order with Brown and Caldwell to increase the previously approved expenditure by \$70,218, thereby increasing the contract total expenditure to \$605,198 for the

**RESOLUTION NO. R2026-XX**

Pinetree South Water Main Replacement Project.

**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 Task Order modification in substantially the form attached as Exhibit “A” to the previously approved Task Order with Brown and Caldwell to increase expenditure by \$70,218, thereby increasing the Task Oder total expenditure to \$605,198 for the Pinetree South Water Main Replacement Project, 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 **20<sup>th</sup> day of January 2026**.

ATTEST:

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

\_\_\_\_\_  
MICHAEL JOSEPH  
MAYOR

(CITY SEAL)

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

GREENSPOON MARDER, LLP.

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

Sponsored by: Mayor & Commission

**RESOLUTION NO. R2026-XX**



## CITY COMMISSION STAFF REPORT

**DEPARTMENT:** NMB WATER AND SEWER CIP DIVISION

**SUBJECT:** A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A CHANGE ORDER TO THE CONSTRUCTION CONTRACT BETWEEN THE CITY OF NORTH MIAMI BEACH AND BROWN AND CALDWELL FOR THE PINETREE PARK SOUTH WATER MAIN REPLACEMENT DESIGN WATR2007V PROJECT IN THE AMOUNT UP TO \$70,271.86; ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE CHANGE ORDER AND TO ISSUE NOTICE TO PROCEED; PROVIDING THE CITY MANAGER AND CITY ATTORNEY WITH THE AUTHORITY TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

### **BACKGROUND OF ITEM:**

City of North Miami Beach (NMB) Water and Sewer Capital Improvement Project (CIP) Division has requested Brown and Caldwell ("B&C"), (CONSULTANT) to provide engineering design services for the development of design documents, and limited services during construction for the installation of a series of small diameter pipelines in the Pinetree Park South neighborhood.

On April 16, 2024, the City Commission passed and adopted Resolution No. R-2024-56, which authorized the appropriate City officials to execute an Authorization to Proceed for Task Order No. 002 with Brown & Caldwell ("B&C") for Pinetree Park South Engineering Design Services.

### **CHANGE ORDER OVERVIEW:**

Due to several scope adjustments and design efforts that were not anticipated in the original Task Order. To accommodate the City NMB requests, Brown and Caldwell (BC) decided to proceed with the implementation of changes requested in order to prevent delays in the project schedule.

Noted changes required additional efforts not accounted for in the initial fee. That includes field-measured overruns in quantities and installation effort. Changes in means and methods due to permitting delays and agency-imposed restrictions has affected the construction sequencing and efficiency, particularly for mobilization and demobilization cycles.

The original change order was \$145,076.82 and was reduce and agreed upon the amount of \$70,217.86 during negotiation.

### **ANALYSIS**

Department staff evaluated the scope and fee of the proposal and determined that the negotiated fee is fair, reasonable, and in accordance with industry standards.

**RECOMMENDATION:**

Department Director and the Chief Procurement Officer recommend that the City Commission approve and authorize the appropriate City officials to execute the attached Brown and Caldwell B&C Pinetree Park South Engineering Design Services Change Order #01 request in an amount up to \$ 70,217.86.

**FISCAL IMPACT:**

City Staff recommend adding funds to Purchase Order-241007 for Pinetree Park South Engineering Design Services in the amount up \$ 70,217.86.

Funds have been appropriated in the following accounts:

<b><u>General Ledger Acct. Number</u></b>	<b><u>Budgeted Amount</u></b>	<b><u>Available Amount</u></b>	<b><u>New Request Amount</u></b>	<b><u>Remaining Amount</u></b>
410908-533631	\$1,000,000	\$1,000,000	\$70,217.86	\$929,782.14

**ATTACHMENTS:**

1. Change Order Form
2. Resolution R2024-56



# EXHIBIT A

(Revised 10.2025)  
 PROCUREMENT MANAGEMENT DEPARTMENT

## CHANGE ORDER FORM

Purchase Order Change Order

Contract Change Order

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	<b>Original Amount</b>	\$
B	Value of 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 $\frac{(E-A)}{A} \times 100$	%

Account Number(s):

Description of Change:

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:

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

By:

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

\_\_\_\_\_  
(Department Director Name)

By:

\_\_\_\_\_  
(Department Director Signature) (Date)

APPROVED:

By:

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

By:

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

By:

\_\_\_\_\_  
(City Manager or Designee) (Date)



**Bill To**

Public Utilities  
17050 NE 19th Ave  
North Miami Beach, FL 33162

**Purchase Order**

Fiscal Year 2024

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.**

Purchase Order #

**241007**

**FLA SALES TAX EXEMPTION NO:**

**85-8012740150C-3**

Delivery must be made within doors of specified destination.

**Ship To**

Norwood Water Plant  
19150 NW 8th Ave  
Miami Gardens, FL 33169  
Email: [andrea.suarez@citynmb.com](mailto:andrea.suarez@citynmb.com)

**Vendor**

BROWN AND CALDWELL  
2333 PONCE DE LEON BLVD  
STE R205  
CORAL GABLES, FL 33134

VENDOR PHONE NUMBER	VENDOR EMAIL ADDRESS	REQUISITION NUMBER	CONTRACT NUMBER	DELIVERY REFERENCE
	<a href="mailto:ALPEREZ@BRWNCALD.COM">ALPEREZ@BRWNCALD.COM</a>	20241126		ATTN: ANDREA SUAREZ
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
05/01/2024	526759	03/08/2024	FOB Destination	WATER ADMINISTRATION
NOTES				

SYSTEM-WIDE WATER MAIN REPLACEMENTS-PINETREE PARK

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	DESIGN AND DIDDING SERVICES (LUMP SUM)	1.0	EACH	\$502,302.53	\$502,302.53
2	REIMBURSABLE EXPENSES (TIME AND MATERIALS)	1.0	EACH	\$5,000.00	\$5,000.00
3	CONTRUCTION MANAGEMENT SERVICES (LUMP SUM)	1.0	EACH	\$27,676.64	\$27,676.64

By

Chief Procurement Officer

Total Ext. Price

\$534,979.17

**Purchase Order Total**

**\$534,979.17**

**RESOLUTION NO. R2024-56**

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

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

**WHEREAS**, on July 21, 2020, the City Commission approved Resolution R2020-62 for RFQ 22-018-MC “Continuing Services Agreement for Architectural/Engineering, Landscape Architect and Surveying Services.” Subsequently, the City executed agreements with the ranked firms that met the qualifications and provided firm pricing under the solicitation specifications – including an agreement with Brown and Caldwell. (“Brown & Caldwell”) on June 11, 2021, for a term of three (3) years, with two, one (1) year options to renew (“Continuing Services Agreement”); and

**WHEREAS**, City staff is recommending the City Commission approves a new Task Order with Brown & Caldwell to provide project management, administration, coordination, and related services in the amount of \$534,980.00 to perform system-wide water main replacement at Pinetree South, Miami Gardens (“Project”); and

**WHEREAS**, Section 3-3.14 of the Code of Ordinances City of North Miami Beach, Florida, 2008 (“Code”) provides that contracts more than fifty thousand dollars (\$50,000.00) shall be awarded by the City Commission; and

**WHEREAS**, the City Manager and the Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to enter into a Task Order with Brown & Caldwell in the amount of \$534,980.00 for the Project; and

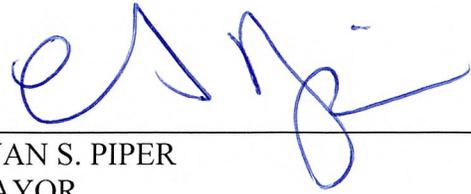
**WHEREAS**, the Mayor and City Commission believe it is in the best interests of the City to authorize the City Manager or designee to enter into a Task Order with Brown & Caldwell in the amount of \$534,980 for the Project.

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

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

ATTEST:

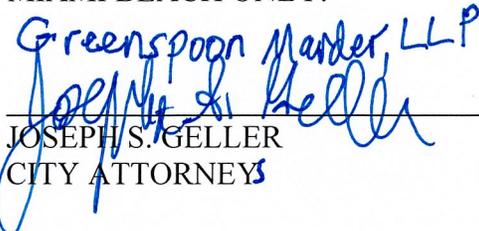
  
\_\_\_\_\_  
ANDRISE BERNARD, MMC  
CITY CLERK

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

(CITY SEAL)



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

By:   
\_\_\_\_\_  
JOSEPH S. GELLER  
CITY ATTORNEYS

Sponsored by: Mayor & Council

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

**Section 2.** The Task Order with Brown & Caldwell in the amount of \$534,980.00 for the Project, attached as **Exhibit “A,”** is approved and the City Manager or designee is authorized to sign the Task Order on behalf of the City.

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

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

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

**Section 6.** If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given 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 THE PAGE WAS INTENTIONALLY LEFT BLANK]**



**Brown and Caldwell**  
2333 Ponce de Leon Blvd., Suite R-205  
Coral Gables, FL 33134

T: 305.418.4090

October 2, 2025

Guilherme Neukamp  
North Miami Beach  
Capital Improvements Program  
17050 NE 19<sup>th</sup> Avenue  
NMB, FL 33162

Subject: Change Order Request – Pinetree WATR007v

Dear Guilherme,

I am writing to respectfully request a change order for the Pinetree WATR007v project due to several scope adjustments and design efforts that were not anticipated in the original Task Order. To accommodate the City's requests, Brown and Caldwell (BC) decided to proceed with the implementation of changes requested in order to prevent delays in project schedule. However, it should be noted that said changes required additional efforts not accounted for in the initial fee. At this point in time, we have exceeded our project budget and seek your approval for a change order so that we can restore funding to complete the remaining project activities. A summary of these changes is provided below:

### **1. Water Main Pipe Alignment**

Per the original Task Order, Brown and Caldwell (BC) attended a coordination meeting with North Miami Beach (NMB Water) to review and approve the pipe layout prior to the 60% design submittal. Upon request from City NMB's project manager, Kevin Cevallos, BC submitted a 30% design package (not included in task order) to NMB Water on August 6, 2024, ahead of the scheduled alignment meeting (See attachment A).

As it is standard practice for most water utility projects, BC designed the new water main within the Right of Way (ROW). This was because ROWs are publicly owned and usually simplify access for construction, maintenance, and repairs. During the meeting held on August 8, 2024, NMB Water requested that the water main alignment be shifted to the swale areas wherever feasible, citing the high cost of asphalt restoration and a preference for sidewalk replacement due to its lower cost.

The evaluation of swale feasibility, redesign of affected segments, and coordination with utilities collectively impacted the overall project schedule and resource allocation, which BC had not originally budgeted for.

### **2. Design Revisions Based on Norland Design Deliverable Reviews**

During the execution of both the Norland and Pinetree projects, North Miami Beach (NMB Water) utilized the concurrent timelines to provide comments and request changes to the Pinetree design based on a review of the Norland deliverable documents. Assumption "7" in the contract states: "**At the end** of each design milestone (30% and 90%) NMB Water will review the plans and technical specifications (if available) and forward review comments

to consultant within 15 calendar days.” Notably, NMB requested that Brown and Caldwell (BC) implement changes to the Pinetree design based on Norland’s 60% design review comments—**before the 60% design for Pinetree was submitted**. The same approach was repeated during the 90% design phase, with Pinetree being required to incorporate revisions from Norland prior to its own 90% submission. While this method facilitated early alignment across projects, it also introduced multiple iterative design review cycles for Pinetree—exceeding the single round of review for each deliverable as outlined in the contract under Task 3.1 and 3.2 which states “It is intended that one set of comments will be received from the Client”. As a result, additional coordination and refinement efforts beyond those included in task authorization were needed to address comments and accommodate changes in design direction.

### **3. Additional Design Schedule Updates**

The Task Order specified only three (3) Design Schedule deliverables under Task 3: Task 3.1 (60% design), Task 3.2 (90% design) and Task 3.3 (100% design milestone). However, due to ongoing changes and coordination needs, multiple design schedule updates were requested to reflect evolving project conditions. These updates required additional project management time and effort. Schedule updates were provided on the following dates:

- September 3, 2024
- December 13, 2024
- April 7, 2025
- April 22, 2025
- August 12, 2025

### **4. Fire Hydrant and Pipe Size Revisions**

Throughout the design phase, there were several design directives regarding fire hydrants and pipe sizing. Initial guidance from NMB Water during the 30% alignment review meeting held on August 8, 2024 was to reconnect existing hydrants to reduce construction costs. This was later revised to require all existing hydrants to be replaced with new hydrants connected to the new main. Additionally, NMB Water requested that the hydrant connection piping be upsized from the existing 4-inches to 6-inches and then revised this request to 8-inches. These changes were discussed during progress meetings and requested through review comments (See Attachment B). The change in design direction required multiple rounds of redesign and additional design coordination. The redesign efforts also added additional time to the design schedule.

### **5. Preparation of Meeting Minutes**

Although the Task Order, under section 1.2, stated that meeting minutes were not part of the scope, it was deemed necessary to prepare and submit fifteen (15) sets of meeting minutes to ensure proper documentation and coordination of the significant number of changes in design direction and comments received outside of design deliverable reviews. The labor effort in developing the meeting minutes and addressing comments from NMB Water was not included in the task authorization proposal fee.

### **6. Additional Design Support and QA/QC**

Due to the number, type, and timing of design modifications, the EOR required support from other experienced engineers in the review and incorporation of changes. This support was provided by the Chief Engineer and subject

matter experts (SMEs) who provided technical input, guidance, and recommendations on how to effectively address and incorporate the changes. The Chief Engineer and SME's evaluated the feasibility of alternative construction methodology and cost savings and provided quality assurance of the changes and revised design documents. Frequent coordination between BC's Project Manager and NMB Water was also required to clarify evolving design expectations, respond to scope changes, and align on technical solutions. This level of engagement and support from higher job classification engineers was not included in the task authorization proposal.

## **7. Re-Design Modifications**

Prior to the 90% design submission and after the 60% design review, NMB Water requested that the design team evaluate reducing the depth of pipeline installation by changing the minimum depth of cover to 30-inches so that the new pipe could cross above instead of under existing utilities. Redesign efforts were required to identify and evaluate crossings where the new pipe could cross above and update drawings. Due to the extent of the changes, an additional QC review of the entire alignment and profile was required (See Attachment C).

On January 31, 2025, NMB Water requested that the standard details be revised to conform to new requirements from the City of Miami Gardens. These changes required redesign efforts to revise NMB standard details and the design to conform to the new standard detail requirements (See Attachment D).

## **8. Datum Verification**

Following the submission of the 60% design documents, NMB Water requested that all project documentation be provided in NGVD 1929. However, as stipulated in the Task Order, all survey files and associated design documents were originally completed in NAVD 1988. BC subsequently notified the City that converting all documents from NAVD 1988 to NGVD 1929 would require additional work beyond the current scope. The City acknowledged this additional effort but requested BC to obtain confirmation from the permitting agencies whether NAVD 1988 would be acceptable for permitting purposes. BC clarified that NAVD 1988 is the current standard format for such work. To ensure compliance, BC contacted the relevant permitting agencies and maintained a log documenting these communications. This change order requests compensation for the time and resources dedicated to agency coordination and communication documentation, which are beyond the scope outlined in the original Task Order (See Attachment E).

## **9. Alternative Materials**

NMB Water has requested that the design documents be updated to allow the contractor to provide a bid for alternative pipe materials to potentially reduce project costs. Revising the design documents to include alternative materials will require additional time and effort not originally included in BC's Scope of Work (SOW). The design documents have been developed based on ductile iron piping. NMB Water has not provided any comments on the use of this pipe material through the completion of the 90% design. It should be noted the additional work for this task would be limited to:

- Review and update drawing to allow for alternative materials including notes, details, references. DIP will be maintained as primary material and others will be included as alternates.
- Update Specifications to reference NMB Water Standards for alternative materials.
- Update bid form and Measurement and Payment to add language for materials. Alternates will be allowed for pipe materials but fittings and valves will remain the same regardless of pipe material.

## 10. Valve Spacing

The current zoning for the project area is “R-1”, which corresponds to single-family residential development, classified as low-density housing (see Attachment F). As stated on NMB Water standards, section 3 – Water Distribution Systems, subsection 3.02 – Design Standards, F; states: “In line valves are to be placed so that the maximum allowable length of water main required to be shut-down for repair work shall be 500-feet in commercial, industrial or high density residential districts, or 800-feet in all other areas. This design criteria was used as the basis for the current design valve spacing. NMB Water has not provided any comments on the valve spacing through the completion of the 90% design (See Attachment G).

However, recently it was requested that the valve spacing be adjusted to account for future possibility of the area being designated as a high-density area. NMB Water’s standard for high-density areas is a maximum of 500 feet spacing between valves. Adjusting the valve spacing at this stage of the design will require redesign efforts with updates to most of the plan and profile drawings.

Given the cumulative impact of scope changes and additional work described above, we are requesting a change order in the lump sum amount of **\$115,107.45** account for the additional effort, and resources required to complete the design scope.

During initial task order negotiations, NMB Water believed that the project’s construction cost was \$8-10 million and this was used as the basis for negotiating the BC’s fee. BC informed NMB Water that the actual construction cost was likely to be much higher based on the scope of work and current market. In the interest of working with NMB Water and providing a cost-effective design, BC agreed to a reduced design fee of \$529,979.17 which represented 13% of \$4 million. The most recent opinion of probable construction cost for the project was \$24,410,000 (See Attachment H). With the change order included, the total task order fee would be \$645,086.62, which represents only 2.6% of the current estimated construction cost. This percentage is considerably lower than the industry’s typical standard of 10 to 15% for design, permitting, bidding, and engineering services during construction.

We appreciate your attention to this matter and look forward to your support in processing this request. Please let us know if further documentation or discussion is needed to facilitate approval.

Thank you,



Melissa Jauregui, P.E.  
Project Manager

cc: Albert L. Perez, P.E., Brian LaMay, P.E., Jose Davila, P.E., Carlos Vindel, PMP, Brown and Caldwell

FEE ESTIMATE										
City of North Miami Beach										
Proposal for Pinetree Park South Water Main Replacement										
General Engineering and Administrative										
	r. VicePresident /Principal	Chief Engineer	PrincipalEngineer	SupervisingEngineer -QA/QC	Senior Engineer	SupervisingCost Estimator	Senior Designer	Engineer I		
									Labor	Labor
Billing Labor Rate	\$ 305.95	\$ 272.56	\$ 209.52	\$ 225.40	\$ 179.62	\$ 174.57	\$ 134.38	113.70	Hours	Cost
TASKS										
Change Order Request No.1										
Item 1 - Pipe Alignment Revisions Requested by NMB Water		8	2	6	36		32			
Item 2 - Design Revisions based on Norland Delsgn Deliverable Reviews		5			15		10	2		
Item 3 - Additional Design Schedule Updates			4		4			4		
Item 4 - Fire Hydrant and Pipe Size Revisions		12	2	6	32		32			
Item 5 - Preperation of Meeting Minutes			4		10			10		
Item 6 - Additional Design Support and QA/QC		8		19						
Item 7 - Re-Design Modifications		10	2	6	40		45			
Item 8 - Datum Verification			5		7			22		
Hour LS Subtotal	0	43	19	37	144	0	119	38	400	
Labor Cost LS Subtotal	\$ -	\$ 11,720.08	\$ 3,980.88	\$ 8,339.80	\$ 25,865.28	\$ -	\$ 15,991.22	\$ 4,320.60		\$ 70,217.86
<del>Item 9 - Alternative Materials</del>		11	2	4	56	24	48	28		
<del>Item 10 - Valve Spacing</del>		2	2	4	16	12	48	30		
<del>Item 11 - FDEP Application for WM Certification</del>		8	15		84			84		
Hour T&M Subtotal	0	21	19	8	156	36	96	142	478	
Labor Cost T&M Subtotal	<del>\$ -</del>	<del>\$ 5,723.76</del>	<del>\$ 3,980.88</del>	<del>\$ 1,803.20</del>	<del>\$ 28,020.72</del>	<del>\$ 6,284.52</del>	<del>\$ 12,900.48</del>	<del>\$ 16,145.40</del>		<del>\$ 74,858.96</del>
TOTALS										
Total Labor Hours	0	43	19	37	144	0	119	38	400	
Total Labor Cost	\$ -	\$ 11,720.08	\$ 3,980.88	\$ 8,339.80	\$ 25,865.28	\$ -	\$ 15,991.22	\$ 4,320.60		\$ 70,217.86



**FEE ESTIMATE**  
**City of North Miami Beach**  
**Proposal for Pinetree Park South Water Main Replacement**

General Engineering and Administrative										
		Sr. Vice President / Principal	Chief Engineer	Principal Engineer	Supervising Engineer - QA/QC	Senior Engineer	Supervising Cost Estimator	Senior Designer	Engineer I	
										Labor
										Labor
	Billing Labor Rate	\$ 305.95	\$ 272.56	\$ 209.52	\$ 225.40	\$ 179.62	\$ 174.57	\$ 134.38	\$ 113.70	Hours
TASKS										Cost
<b>Change Order Request No.1</b>										
Item 1 - Pipe Alignment Revisions Requested by NMB Water			8	2	6	36		32		
Item 2 - Design Revisions based on Norland Design Deliverable Reviews			5			15		10	2	
Item 3 - Additional Design Schedule Updates				4		4			4	
Item 4 - Fire Hydrant and Pipe Size Revisions			12	2	6	32		32		
Item 5 - Preparation of Meeting Minutes				4		10			10	
Item 6 - Additional Design Support and QA/QC			8		19					
Item 7 - Re-Design Modifications			10	2	6	40		45		
Item 8 - Datum Verification				5		7			22	
Hour LS Subtotal		0	43	19	37	144	0	119	38	400
Labor Cost LS Subtotal		\$ -	\$ 11,720.08	\$ 3,980.88	\$ 8,339.80	\$ 25,865.28	\$ -	\$ 15,991.22	\$ 4,320.60	\$ 70,217.86
<del>Item 9 - Alternative Materials</del>			<del>11</del>	<del>2</del>	<del>4</del>	<del>56</del>	<del>24</del>	<del>48</del>	<del>28</del>	
<del>Item 10 - Valve Spacing</del>			<del>2</del>	<del>2</del>	<del>4</del>	<del>16</del>	<del>12</del>	<del>48</del>	<del>30</del>	
<del>Item 11 - FDEP Application for WM Certification</del>			<del>8</del>	<del>15</del>		<del>84</del>			<del>84</del>	
Hour T&M Subtotal		0	21	19	8	156	36	90	142	478
Labor Cost T&M Subtotal		\$ -	\$ 5,723.76	\$ 3,980.88	\$ 1,803.20	\$ 28,020.72	\$ 6,284.52	\$ 12,900.48	\$ 16,145.40	\$ 74,858.96
<b>TOTALS</b>										
Total Labor Hours		0	64	38	45	300	36	215	180	878
Total Labor Cost		\$ -	\$ 17,443.84	\$ 7,961.76	\$ 10,143.00	\$ 53,886.00	\$ 6,284.52	\$ 28,891.70	\$ 20,466.00	\$ 145,076.82



## Manalo,Ryan

---

**From:** Carlos Vindel <cvindel@BrwnCald.com>  
**Sent:** Monday, November 17, 2025 3:58 PM  
**To:** Manalo,Ryan  
**Cc:** Melissa Jauregui; Albert Perez; Brian LaMay; Jose Davila; AbdoolGhany Aqeel; Rahmankhah,Karim; Rossy, Karim; Thomas, Adrian; Suarez,Marivis  
**Subject:** Re: Water2007V Pinetree South WM Project

Good afternoon Ryan,

Thank you for your response. We acknowledge and concur with the LS CO#01 amount of **\$70,217.86** for the Pinetree project, excluding the following items:

- Item 9 – Alternative Materials
- Item 10 – Valve Spacing (additional valves)
- Item 11 – FDEP Application for WM Certification

Please advise once the change order has been processed and let us know if any further action is required from Brown and Caldwell.

Best regards,

**Carlos Vindel, PMP**

Assoc, Project Manager

**Brown and Caldwell** | Miami

T 305.704.4431 | C 414.534.4224 | [cvindel@brwncald.com](mailto:cvindel@brwncald.com)



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Professional Registration in Specific States

• [BC:JoinUs](#) | [LinkedIn](#)

**From:** Manalo,Ryan <ryan.manalo@citynmb.com>

**Sent:** Monday, November 17, 2025 11:40 AM

**To:** Carlos Vindel <cvindel@BrwnCald.com>

**Cc:** Melissa Jauregui <MJauregui@BrwnCald.com>; Albert Perez <ALPerez@BrwnCald.com>; Brian LaMay <blamay@BrwnCald.com>; Jose Davila <Jdavila@BrwnCald.com>; AbdoolGhany Aqeel <AbdoolGhany.Aqeel@citynmb.com>; Rahmankhah,Karim <karim.rahmankhah@citynmb.com>; Rossy, Karim <Karim.Rossy@citynmb.com>; Thomas, Adrian <Adrian.Thomas@citynmb.com>; Suarez,Marivis <Marivis.Suarez@citynmb.com>

**Subject:** Water2007V Pinetree South WM Project

Please disregard initial message.

Good morning Carlos,

Just want to give you an update to Brown and Caldwell (B&C) latest Pinetree South WM PCO #1 in the amount of **\$145,076.82**.

After our internal review, **City NMB Water/Sewer will not be moving forward** with the following task items: **valve spacing, alternate materials, and certification.**

Our Director has already issued a directive to proceed with B&C change order at the **revised amount of \$70,217.86**. This is City NMB Water / Sewer final response.

Kindly confirm your firms' agreement with the outlined terms, **latest by noon tomorrow, November 18, 2025** (via email) so that we can begin the paperwork and resume work for this project.

Thank you.



**Ryan Manalo P.E.**

*Water/Sewer Engineer II*

City of North Miami Beach

T (305) 948-2967, ext. 41507

---

17050 NE 19<sup>th</sup> Avenue, North Miami Beach, FL 33162 | [www.nmbwater.com](http://www.nmbwater.com)

NMB Water on Social Media: [f](#) [t](#) [i](#) [in](#)

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



**Consent Agenda  
9.8.**

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

**MEMORANDUM**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Hamid Nikvan, NMB Water Director
<b>VIA:</b>	Andrew Plotkin, Interim City Manager
<b>DATE:</b>	January 20, 2026

---

**RE:** Resolution No. R2026-03 Approving a Purchase Order with Dobbs Equipment for the Purchase of Front Loaders (Hamid Nikvan, NMB Water Director)

---

**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY**

**IMPACT:**

---

**ATTACHMENTS:**

Description

- Staff Report
- Resolution
- Exhibit A



January 7, 2025

**CITY COMMISSION**

**STAFF REPORT**

**DEPARTMENT:**

NMB WATER

**STAFF REPORT**

**SUBJECT:** Motion to Approve and Authorize the Purchase Agreement with Dobbs Equipment for (2) Wheel Loaders for the Distribution Division, in an Amount Not to Exceed \$484,564.00 utilizing FLORIDA SHERIFF ASSOCIATION CONTRACT# FSA23-EQU21.0-EQUIPMENT

---

**CITY MANAGER RECOMMENDATION:**

The Interim City Manager recommends approval and authorization of the Purchase Agreement with Dobbs Equipment for the acquisition of (2) Wheel Loaders for the Distribution Division of NMB Water, in an amount not to exceed \$485,000.00. The purchase will be made utilizing Florida Sheriffs Association Contract #FSA23-EQU21.0-Equipment, which meets the requirements of Section 3-4.3 of the City Code. This section permits the City to procure goods and services through contracts awarded by other governmental entities.

---

**BACKGROUND OF ITEM:**

Wheel Loaders are essential for maintaining the City's Distribution systems, performing critical functions such as maintenance of water lines, valves and hydrants. One of the existing Wheel Loaders in the fleet is over **10** years old and has experienced frequent mechanical failures, resulting in increased repair costs, and reduced operational reliability.

Dobbs Equipment was selected in accordance with the City’s procurement policies and procedures. The vendor has demonstrated the ability to meet the technical specifications and delivery requirements for the new Wheel Loaders. The proposed purchase aligns with the City’s Strategic Plan to promote a financially sound government and ensure efficient service delivery through proactive infrastructure maintenance.

Funding for this purchase is available in the approved FY25 Distribution Renewal & Replacement Projects account (410908-533466).

The negotiated price of \$484,564.00 is deemed fair and reasonable by staff and reflects current market conditions for specialized maintenance equipment.

---

**ANALYSIS:**

Dobbs equipment has provided a quote for (2) Wheel Loaders meeting all required specifications for the Distribution Division. The new unit will replace the outdated equipment currently in service and provide improved reliability, performance, and safety features. The purchase aligns with the City’s Strategic Plan to promote a financially sound government and support a high-performing organization committed to efficient service delivery and infrastructure maintenance.

The vendor has been vetted in accordance with the City's procurement policies and has demonstrated the ability to meet both the technical and delivery requirements for the vehicle.

---

**FISCAL IMPACT:**

Total Not to Exceed: **\$484,564.00**

Budget Line Item: **410908-533466 (Renewal & Replacement Projects)**

<u>General Ledger Acct. Number</u>	<u>Budgeted Amount</u>	<u>Available Amount</u>	<u>Available After Budget Transfer</u>	<u>New Request Amount</u>	<u>Remaining Amount</u>
410908-533466	\$925,000.00	\$925,000.00	N/A	\$484,564.00	\$440,436.00

## ALTERNATIVES

1. **Approve the purchase** – This will allow for the timely replacement of the aging Wheel Loaders and ensure continued reliable operation of the Distribution Division.
  2. **Do not approve the purchase** – This would result in continued reliance on an unreliable equipment, leading to increased maintenance costs, operational disruptions, and reduced service efficiency.
  3. **Defer the decision** – Delaying the purchase may impact service and repairs of Distribution Systems.
- 

## ATTACHMENTS:

- Vehicle Purchase Request Form
- FSA23-EQU21.0 Equipment

**RESOLUTION NO. 2026-XX**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A CONTRACT BETWEEN THE CITY AND DOBBS EQUIPMENT, LLC FOR THE PURCHASE OF JOHN DEERE WHEEL LOADERS; IN AN AMOUNT NOT TO EXCEED \$484,564; 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 Florida Sheriffs Association (“FSA”) awarded Contract FSA23-EQU21.0 *Equipment* to Dobbs Equipment, LLC (“Dobbs”), as amended by Contract FSA23-EQU21.1 extending the term through September 30, 2026 (“*Piggyback Contract*”); and

**WHEREAS**, the NMB Water Department requires \$484,564 for the purchase of two (2) John Deere Wheel Loaders to be utilized in performing critical functions, including the maintenance of water lines, valves and hydrants. John Deere specializes in high quality, dependable heavy construction equipment; and

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

**WHEREAS**, the City Manager and the Chief Procurement Officer recommend that the City Commission approve a contract in a total budgeted amount not to exceed \$484,564 for the purchase of two John Deere Wheel Loaders with Dobbs Equipment, LLC; and

**WHEREAS**, the Mayor and City Commission determine it is in the best interests of the City to approve a Piggyback Contract in a total budgeted amount not to \$484,564 for the purchase of two John Deere Wheel Loaders with Dobbs Equipment, LLC.

**RESOLUTION NO. 2026-XX**

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

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

**Section 2.** The Contract with Dobbs Equipment, LLC, in substantially the form attached as Exhibit "A", for a total budgeted amount not to exceed \$484,564 for the purchase of two John Deere Wheel Loaders, subject to budget appropriation and availability of funds is hereby approved.

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

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

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

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

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

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

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled this **20<sup>th</sup> day of January 2026.**

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**

PROCUREMENT MANAGEMENT DEPARTMENT

**PIGGYBACK/COOPERATIVE PURCHASE REQUEST FORM**

Requesting Department: Water Department  
 Primary Contact Name: Hamid Nikvan for HN *PW*  
 Primary Contact E-mail: hamid.nikvan@citynmb  
 Secondary Contact Name: Dave Gillis  
 Secondary Contact E-mail: dave.gillis@citynmb.com  
 Department Phone: 305-948-2936/40015  
 Department Fax: \_\_\_\_\_

Company Name: John Deere/Dobbs Equipment  
 Contact Name: Brooke DeVol  
 Company Address: 1300 River Dr.  
Moline, IL 61265  
 Company Phone: 309-207-0431  
 Company E-mail: forsbergbrookel@johndeere.cc  
 Vendor Registration #: 36-2382580

**Piggyback Contract Details**Cooperative  / Public Entity 

1. Contract Title: FLORIDA SHERIFF ASSOCIATION CONTRACT# FSA23-EQU21.0-EQUIPMENT
  - a. Awarding Agency FLORIDA SHERIFF ASSOCIATION b. Contract / 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: Purchase (2) Wheel Loaders for 908
3. Total Value of Contract: \$ 484,564.00
4. Account Number(s): FY <sup>24-25</sup> 410908-533466 FY \_\_\_\_\_

**Contract Verification Information**

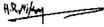
5. Were alternative contracts evaluated to determine that the City is obtaining the most advantageous contract pricing for the required product / service? Yes  No
6. Would this purchase(s) result in the potential of future purchases for related products/ services being restricted to a particular vendor 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/Executed Contract   
 Proposal/Quote  Renewal Letter  Risk Manager Approved Insurance Certificate

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

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

	Approved	Date
Form Prepared By:	Tanglia Cantey for Dave Gillis _____	07-21-25 _____
Department Director:	 _____	Jan 9, 2026 _____
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

City Commission Meeting Date: \_\_\_\_\_ Approved Resolution No: \_\_\_\_\_

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.*



TO: City Manager

VIA: Chief Procurement Officer

FROM: Hakim Navid for HN PM Director/Water
Director Title/Department

Signature

Date

RE: FLORIDA SHERIFF ASSCOATION CONTRACT# FSA23-EQU21.0-EQUIPMENT

Fiscal Amount not to Exceed: \$ 484,564.00 Vendor # 525079

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

Purchase (2) Wheelloaders for primary use for division 908. This equipment is required to provide adequate service it will help speed up the work that needs to be completed troughout the city.

Background:

Dobbs Equipment is associated with John Deere dealer who represents the manufacturer of the equipment being proposed. They are also the desinated representative, wherein the equipment will be operated and maintained on normal workdays and working hours and also to whom this contract shall apply.

Recommendation:

Approval of (2) wheelloaders.

Fiscal Impact / Account Number(s):

410908-533466

Finance Director:

Date

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

Date

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

Date



# VEHICLE PURCHASE REQUEST FORM

*A Vehicle Purchase Request form & Explanation Memo are required for the purchase of City-owned vehicles. This form must be included with the Requisition request and signed by the Department Director.*

**Date of Request:** 07/17/2025

Requesting Department: Water Department      Company Name: John Deere/Dobbs Equipment

Primary Contact Name: Hamid Nikvan      Contact Name: Brooke DeVol

Primary Contact E-mail: hamid.nikvan@citynmb.com      Company Phone: 309-207-0431

Department Phone: 305-948-2936/40015      Company E-mail: forsbergbrookel@johndeere.com

### Purpose of Vehicle Use

- Reason for Request: Replace aged equipment to maintain Distribution System
- Indicate what staff will be utilizing this vehicle:  Department Use or  Specific Staff Position: \_\_\_\_\_
- Indicate how this vehicle will be utilized for department operations:  Department Pool Vehicle  Assigned Vehicle  Take-Home Vehicle (Must adhere to additional City policy)

### Vehicle Details

- Type of Vehicle to be Purchased:  Sedan  SUV  Truck  Van  Heavy Duty Equipment  Other
- Requested Make / Model / Year: JOHN DEERE 524 P 2025
- Special Requirements and/or Accompaniments  NO  Yes, describe: \_\_\_\_\_
- Indicate the anticipated purchasing method:  Budgeted Purchase: Total Purchase Price: 242,282.00  
 Lease Purchase: Monthly Cost: \$ \_\_\_\_\_ / Total Purchase Price: \$ 484,564.00  
 Budgeted Account for purchase: \_\_\_\_\_

### Approval Section

Department Director: for HN *Pedro Melo*      Date 01/08/2026

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

Chief Procurement Officer: \_\_\_\_\_      Date \_\_\_\_\_

City Manager: \_\_\_\_\_      Date \_\_\_\_\_

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

# DOBBS

## EQUIPMENT

FLORIDA SHERIFFS ASSOCIATION  
FLORIDA ASSOCIATION OF COUNTIES  
Contract Number: FSA23-EQU21.1 EQUIPMENT  
Spec# 244 – Wheel Loader – 3.0 CU YD  
2026 John Deere 524P



January 8, 2026

**Base Unit:**

One (1) John Deere 524P CAB A/C WHEEL LOADER 211,775.00

**Stated Options:**

1700	JD LINK ULTIMATE	IN BASE
	<b>KEYLESS START WITH 10 OPERATOR CODES</b>	IN BASE
1110	5 SPEED POWERSHIFT TRANSMISSION	IN BASE
2360	JOYSTICK CONTROLS	IN BASE
5109	20.5R25 L3 BIAS TIRES WITH 3 PIECE RIMS	IN BASE
3120	MANUAL HYDRAULIC FRONT DIFFERENTIAL LOCK	IN BASE
BKT	3.0 CUBIC YARD GP BUCKET	IN BASE
Level-2 Pkg	ADD 140 AMP ALT, 15 AMP CONV, PREM SEAT	4,978.00
7054	ADD THREE FUNCTION HYDRAULICS	1,902.00
8501	AUTO REV FAN, CAB AIR PRE-CLEANER, CENT PRE-CLEAN	2,902.00
8502-1	ENVIRONMENTAL DRAINS, SAMP PORTS, ENG LIGHT	892.00
8042	ADD AXLE OIL COOLING AND FILTRATION	2,308.00
8505-1	ADD TRANSMISSION AND BOTTOM GUARDS	2,174.00
7403	ADD HYDRAULIC QUICK COUPLER	6,897.00
Aux Equip Pkg	ADD BEACON LIGHT, SEAT BELT INDICATOR, FIRE EXT	954.00

**Non-Stated Options:**

Warranty FIVE YEARS OR 3,000 HOURS OF COMPREHENSIVE WARRT 7,500.00

**Price with the Above options to City of North Miami Beach, (Quantity of Two) : 484,564.00**

**Rafael Valdes, Governmental Sales Territory Manager**  
4343 NW 77<sup>th</sup> Avenue Miami, FL 33166  
Phone (305) 592-5740 Cell (786) 299-2879 Fax (305) 513-4353

# FSA Cooperative Purchasing Program



## FSA23-EQU21.1: Equipment Extension Packet



PROTECTING, LEADING & UNITING SINCE 1893

# FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive  
Tallahassee, Florida 32308

p: (850) 877-2165 f: (850) 878-8665  
flsheriffs.org    

## Contract Extension Amendment

### Contract FSA23-EQU21.0: Equipment

**Extension Term: October 1, 2025, through September 30, 2026**

The Terms and Conditions of this Contract allow for modification via contract addenda as provided for in Section 1.23. The effective dates of the original contract term for FSA23-EQU21.0 are October 1, 2023, through September 30, 2025. The Florida Sheriffs Association (FSA) shall extend this contract for an additional one (1) year term from October 1, 2025, through September 30, 2026. The Terms and Conditions remain in effect for the contract extension term. Items and pricing may be updated in accordance with Sections 3.05 and 3.06 of the Terms and Conditions.

FSA is amending the original contract to reflect the following modifications:

- Modify the contract number to FSA23-EQU21.1, which reflects the extension; and
- Amend Section 1.03 to recognize the term of the contract extension.

Section 1.03 is amended to include the following language:

#### 1.03 TERM OF CONTRACT

The FSA elected to renew the contract and extend the term of the contract for another twelve (12) months. The contract extension term will begin October 1, 2025, and end September 30, 2026.

For questions regarding this contract extension, please email Sarrah Carroll at [scarroll@flsheriffs.org](mailto:scarroll@flsheriffs.org).

Sarrah Carroll  
Deputy Executive Director of Administration



*Protecting, Leading & Uniting...since 1893*

# FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308  
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165  
f: (850) 878-8665  
[www.fsheriffs.org](http://www.fsheriffs.org)  

## **Notice of Final Award FSA23-EQU21.0: Equipment**

Date: October 1, 2023

To: Bidders and Purchasers

From: Hugh Oliver, Cooperative Purchasing Program Manger

Re: Notice of Final Award for FSA23-EQU21.0: Equipment

Florida Sheriffs Association (FSA) has completed its 21st year of the cooperative purchasing equipment contract. FSA is issuing the Notice of Final Award for contract FSA23-EQU21.0: Equipment that will be effective from October 1, 2023, through September 30, 2025. This year's bid included 453 items. The contract will offer construction, material handling, transportation, all-terrain and utility vehicles, and grounds care equipment.

The competitive process for this award began in May 2023, when stakeholders were surveyed regarding procurement needs. Items were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On May 5, 2023, a direct notification was sent to 716 prospective bidders to participate in a voluntary bidder workshop. The ITB advertisement resulted in 149 pre-bid attendees or waivers. Of these respondents, 85 submitted bids and 78 qualified. FSA has identified intended awardees in the attached Final Award Report. The Final Award Report shows up to three lowest bidders per item, per zone.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions for this procurement. Bidders that become awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.



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# FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive  
Tallahassee, Florida 32308

p: (850) 877-2165 f: (850) 878-8665  
flsheriffs.org    

## FSA23-EQU21.0: Equipment

### Contract Renewal

**October 1, 2025, through September 30, 2026**

The Terms and Conditions of this contract allow for modification via contract amendment as provided for in Section 1.23. The effective dates of the contract term for FSA23-EQU21.0 are October 1, 2023, through September 30, 2025. Per Contract Terms and Conditions, Section 3.05, the contract may be renewed by mutual agreement, initiated at the discretion of the FSA (Florida Sheriffs Association), for up to two additional one-year terms on a year-to-year basis. The Florida Sheriffs Association Cooperative Purchasing Program seeks to renew FSA23-EQU21.0 for a one-year term. The contract term will extend from October 1, 2025, through September 30, 2026.

Please sign and return this contract renewal acknowledgment prior to May 31, 2025.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2025.

For questions regarding this contract extension, please email Sarrah Carroll at [scarroll@flsheriffs.org](mailto:scarroll@flsheriffs.org).

Name of Authorized Agent (Please Print):

Signature:

Tim Kern

*Tim Kern*

Awarded Vendor Company Name:

Date:

Dobbs Equipment

05/21/2025

**Bid Award**

**Contract:** FSA23-EQU21.0, Equipment

**Group:** Loader: Wheel Loader - 3.0 cubic yd.

**Item:** 244, John Deere, 524P, 524P

**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.

**Model Upgrade/Downgrade:**

<b>Zone</b>	<b>Rank</b>	<b>Vendor</b>	<b>Price</b>	<b>Build File</b>	<b>Options File</b>
Western	Primary	Dobbs Equipment, LLC	\$210,255.00	<a href="#">Build</a>	<a href="#">Options</a>
Northern	Primary	Dobbs Equipment, LLC	\$210,255.00	<a href="#">Build</a>	<a href="#">Options</a>
Central	Primary	Dobbs Equipment, LLC	\$206,815.00	<a href="#">Build</a>	<a href="#">Options</a>
Southern	Primary	Dobbs Equipment, LLC	\$206,815.00	<a href="#">Build</a>	<a href="#">Options</a>



JOHN DEERE

# DOBBS

E Q U I P M E N T

## Florida Sheriffs Association, Bid FSA23-EQU21.0 Equipment

Specification #244 - Wheel Loader - 3.0 CU YD

John Deere Model 524P, Wheel Loader - Stated Options

Discount off MSRP List Price for Non-Specified Options = 20%

**Base Price**

Central FL/South FL

\$211,775

North FL/WestFL

\$215,475

<b><u>Spec #</u></b>	<b><u>Option Code</u></b>	<b><u>Description</u></b>	<b><u>Sale Price</u></b>
244	JD 444P	Downgrade to John Deere model 444G loader, 2.5 yd	<del>-\$55,580</del>
244	JD 444G	Downgrade to John Deere model 444P loader, 2.5 yd.	<del>-\$24,280</del>
244	JD 544G	Downgrade to John Deere model 544G loader, 3.0 yd. (not avail.)	N/A
244	JD 544P	Upgrade to John Deere model 544P loader, 3.25 yd.	\$15,100
244	JD 624P	Upgrade to John Deere model 624P loader, 3.75 yd.	\$45,900
244	JD 644P	Upgrade to John Deere model 644G loader, 4.25 yd.	\$57,600
244	JD 644G	Upgrade to John Deere model 644P loader, 4.5 yd.	\$132,420
244	JD 644X Hybrid	Upgrade to John Deere model 644X Hybrid Loader, 4.75 yd.	\$154,100
244	Level-2 Pkg	Add 145 Amp Alt, 15 amp conv, premium seat, ride control 524P	\$4,978
244	Level-3 Pkg	Add level-2 pkg plus LED work lights 524P	\$6,254
244	Aux Equip Pkg	Add beacon light, seat belt indicator, fire extinguisher, SMV emblem	\$954
244	7054	Add three function hydraulics	\$1,902
244	8501	Add auto reverse fan, cab air pre-cleaner, centrifugal engine pre-cleaner	\$2,902
244	8502-1	Add environmental drains, sampling ports, engine compartment light	\$892
244	8502-2	Add quick fluid service (644P/X only)	\$892
244	8042	Add axle oil cooling and filtration (444-544)	\$2,308
244	8295	Add remote heated and powered ext mirrors	\$606
244	1102	Add advanced object (radar) detection system	\$2,492
244	8505-1	Add transmission and bottom guards (444-624)	\$2,174
244	8505-2	Add transmission and bottom guards (644P/X only)	\$2,174
244	BYT14206	Add rear tire deflector platforms (444-624)	\$9,445
244	BYT11788	Add rear tire deflector platforms (644P/X only)	\$11,082
244	BYT11092	Add grill guard (requires rear tire deflector platforms)	\$3,904
244	7403	Add hydraulic quick coupler (444-624)	\$6,897
244	7402	Add hydraulic quick coupler (644P/X only)	\$8,257
244	7501/7703	Add 60x72 QC fork set (444-624)	\$11,134
244	7503/7703	Add 96x72 QC fork set (444-624)	\$13,817

**Note: Waste Handler Loader packages quoted on request**

# John Deere Wheel Loaders Piggyback Request Form

Final Audit Report

2026-01-09

Created:	2026-01-09
By:	Kemesia Clarke (Kemesia.Clarke@citynmb.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAHHFrHacUnbEpe0M1U6mxtBP9PNO6WSwSN

## "John Deere Wheel Loaders Piggyback Request Form" History

-  Document created by Kemesia Clarke (Kemesia.Clarke@citynmb.com)  
2026-01-09 - 2:06:09 PM GMT
-  Document emailed to Hamid Nikvan (hamid.nikvan@citynmb.com) for signature  
2026-01-09 - 2:09:31 PM GMT
-  Email viewed by Hamid Nikvan (hamid.nikvan@citynmb.com)  
2026-01-09 - 2:14:28 PM GMT
-  Document e-signed by Hamid Nikvan (hamid.nikvan@citynmb.com)  
Signature Date: 2026-01-09 - 2:14:51 PM GMT - Time Source: server
-  Agreement completed.  
2026-01-09 - 2:14:51 PM GMT



**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**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Kerlyne McHenry, Interim Public Works Director
<b>VIA:</b>	Andrew Plotkin, Interim City Manager
<b>DATE:</b>	January 20, 2026

---

**RE:** Resolution No. R2026-04 Approving Task Order for NMB Gateway and Wayfinding Program  
(Kerlyne McHenry, Interim Public Works Director)

---

**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY**

**IMPACT:**

---

**ATTACHMENTS:**

Description

- Resolution
- Staff Report
- Exhibit A

**RESOLUTION NO. R2026--**

**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 GATEWAY AND WAYFINDING PROGRAM, IN AN AMOUNT NOT TO EXCEED \$150,000, WITH CPH CONSULTING, LLC DBA CPH, LLC 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 August 16, 2022, the City Commission approved Resolution R2022-98 for RFQ 22-018-MC “Continuing Services Agreement for Architectural/Engineering, Landscape Architect and Surveying Services.” Subsequently, the City executed agreements with the ranked firms that met the qualifications and provided firm pricing under the solicitation specifications – including an agreement with CPH Consulting, LLC dba CPH, LLC (“CPH”) on October 10, 2023, for a term of three (3) years through October 9, 2026, with two, one (1) year options to renew (“Continuing Services Agreement”); and

**WHEREAS**, the City of North Miami Beach is seeking to enhance navigation, strengthen community identity, and improve the overall aesthetic of public spaces through a comprehensive wayfinding signage system and requires professional design, engineering, and project administration services to develop the City’s Vehicular Wayfinding Signs, Community Signs, and Gateway Signs; 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 CPH in an amount not to exceed \$150,000 for the development of a Gateway and Wayfinding Program; 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 CPH and execute a purchase order in a budgeted amount not to exceed \$150,000 for the development of a Gateway and Wayfinding Program.

**RESOLUTION NO. R2026**

**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 CPH Consulting, LLC. in an amount not to exceed \$150,000 for the development of a Gateway and Wayfinding Program, 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 effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

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

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

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled this **20<sup>th</sup> day of January 2025**.

ATTEST:

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

\_\_\_\_\_  
MICHAEL JOSEPH  
MAYOR

(CITY SEAL)

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

GREENSPOON MARDER, LLP.

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

Sponsored by: Mayor & Commission



## Procurement Management Department

---

### Commission Agenda Staff Report

**Date:** January 20, 2026

**Resolution No.:** 2026-XX

**To:** Mayor and City Commission

**From:** Andrew Plotkin, Interim City Manager

**Prepared By:** Shereece George Depusoir, Chief Procurement Officer

**Agenda Title:** Resolution Approving Task Order with CPH Consulting, LLC dba CPH, LLC for the Development of a Gateway and Wayfinding Program

---

#### Background

The City is undertaking an initiative to enhance navigation, strengthen community identity, and improve the overall aesthetic of public spaces through the implementation of a comprehensive wayfinding signage system. This effort includes the development of vehicular wayfinding signs, community signs, and gateway signs, and requires professional design, engineering, and project administration services to support the successful planning and execution of the project.

On August 16, 2022, the City Commission approved Resolution R2022-98 for RFQ 22-018-MC, establishing a Continuing Services Agreement for Architectural/Engineering, Landscape Architecture, and Surveying Services. Following the competitive selection process, the City entered into agreements with the ranked firms that met the required qualifications and submitted pricing in accordance with the solicitation, including an agreement with CPH Consulting, LLC dba CPH, LLC (“CPH”). The agreement with CPH was executed on October 10, 2023, for an initial three-year term through October 9, 2026, with two one-year renewal options.

Through the Continuing Services Agreement, CPH is positioned to provide the specialized professional services necessary to support the City’s wayfinding signage initiative, ensuring consistency with City standards and objectives while facilitating efficient project delivery. The use of an existing continuing services contract allows the City to advance this initiative in a timely and cost-effective manner.

---

#### Recommendation

The Interim Public Works Director and the Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to approve the Task Order with CPH Consulting, LLC for a budgeted amount not to exceed \$150,000.

---

#### Fiscal Impact

Requesting a Purchase Order for the allocated amount of \$150,000 as approved in the adopted FY26 budget appropriation.

# EXHIBIT A

## TASK ORDER

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN CPH CONSULTING, LLC.  
AND  
CITY OF NORTH MIAMI BEACH  
FOR  
LANDSCAPE AND ARCHITECTURAL SERVICES  
OF  
GATEWAY AND WAYFINDING DESIGN SERVICES  
IN  
CITY OF NORTH MIAMI BEACH, FLORIDA**



**JANUARY 13, 2026**

This Agreement is composed of Part I and Part II. Part I includes Project Description, Client Furnished Information, Compensation, and Authorizations. Part II includes Exhibit A-CPH's Standard Provisions to Agreement, Exhibit B-CPH's Hourly Billing Rate table, and other exhibits detailing scope of project and services to be provided. Together, Parts I and II constitute the entire agreement between CITY OF NORTH MIAMI BEACH, herein after called the "CLIENT", and CPH Consulting, LLC, herein after called "CPH".

### **PART I**

#### **PROJECT DESCRIPTION**

CLIENT proposes to develop a Gateway and Wayfinding program in the City of North Miami Beach. At this time, CLIENT requests CPH to prepare a proposal for Planning and Design services. A detailed description of the proposed Scope of Services is provided in Exhibits D-M of this Agreement.

#### SCOPE OF WORK

The following sign types shall be designed and planned for this project.

<u>Sign Type</u>	<u>Configuration / Sizes</u>	<u>Estimated Quantity of Signs (Limit)</u>
Gateways (City Entrances)	2 sizes	2
Neighborhood Identification	2- 3 sizes	16
Vehicular Directional	6 sizes	20
Pedestrian Directional	2 sizes	15
Information Kiosks	2 sizes	6
		Total: 69

#### METHODOLOGY

CPH proposed to utilize the following methodology for the strategy and planning of the Wayfinding Program. This design process provides a basic structure for advancing through the project and provides opportunities to address individual project issues that are unique to the City.

#### **CLIENT-FURNISHED INFORMATION**

It is understood that CPH will perform services under the sole direction of the CLIENT. The Client shall guarantee access to and make provisions for CPH to enter private lands as required by CPH to perform their work under this Agreement. The CLIENT shall provide CPH with project-related information including, but not limited to, the following:

- Current Title Commitment or Ownership and Encumbrance Report
- Current Geotechnical Investigation
- Phase I Environmental Site Assessments
- CLIENT Design Requirements
- Site and Building Signage

- Payment of all required fees including, but not limited to, application fees, impact fees, permit fees, re-submittal fees, etc.
- Any documents, agreements, plans, investigations and/or pertinent information concerning this project or project site to which the CLIENT may have access.

CPH will rely upon the accuracy and completeness of CLIENT-furnished information in connection with the performance of services under this Agreement. CPH will notify CLIENT if information provided is not sufficient. If it is determined CPH must reproduce, organize or spend time amending information provided by CLIENT so that it can be appropriately utilized, an amendment to this contract and additional fee will be required.

CPH will begin performance of the above services upon receipt of the executed Agreement and retainer - if applicable.

## COMPENSATION

### Labor

CPH will perform the Scope of Services contained in this Agreement as identified on each task, either Lump Sum or Hourly. Refer to the Hourly Billing Rate table (Exhibit B) to be utilized on this project. Rates are valid for one (1) year following execution of this Agreement. Project work scope and any additional work required after one (1) year anniversary of Agreement execution shall be completed in accordance with new rates. The following fee summary provides the overall fee by discipline, refer to the individual exhibits for specific task breakdowns. Tasks that are identified as Hourly have been provided an 'Upset Limit' (USL) budget. The CLIENT will be informed when the services are about to exceed this limit.

<b>DISCIPLINE FEE SUMMARY</b>			
<b>Exhibit</b>			<b>Fee</b>
<b>EXHIBIT G - LANDSCAPE ARCHITECTURE</b>			
	Task 1.0	Lump Sum/Hourly (USL)	\$20,250
	Task 2.0	Lump Sum/Hourly (USL)	\$24,500
<b>EXHIBIT H – ARCHITECTURAL</b>			
	Task 1.0	Lump Sum/Hourly (USL)	\$6,650
	Task 2.0	Lump Sum/Hourly (USL)	\$21,550
<b>EXHIBIT M – TRAFFIC</b>			
	Task 1.0	Lump Sum/Hourly (USL)	\$31,250
	Task 2.0	Lump Sum/Hourly (USL)	\$30,550
<b>PROJECT TOTAL</b>			<b>\$134,750.00</b>

Progress invoices will be submitted based on CPH's estimate of the percent of work complete at the time of invoicing for Lump Sum scope. Services requested by CLIENT, that are not included in the Scope of this Agreement (as may be amended), shall be deemed additional services and will be provided and billed on an Hourly basis in accordance with the applicable Hourly Billing Rate table unless an amendment to this Agreement with fee for the additional services has been executed.

All invoices over forty-five (45) days old must be paid in full prior to submittal for permits.

### Reimbursable Expenses

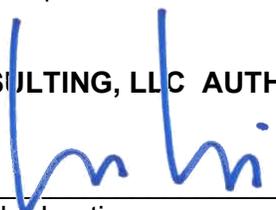
In addition to the labor compensation outlined above, CPH shall be reimbursed directly for project specific expenditures and subconsultant contract administration as follows:

- Vehicular mileage over 100 miles will be charged at current IRS rates.
- Expenses for airfare, hotel, car rental, and meals will be invoiced as a reimbursable expense without markup.

- A markup of 10% shall be added to costs charged to CPH by others outside of CPH, to include but not be limited to FedEx/Delivery Services, Courier Services, Application Fees, Review Fees, and Permit Fees.
- A markup of 10% shall be added to all subconsultant invoices.

**CPH CONSULTING, LLC AUTHORIZATION**

By:



---

John Lenti  
Program Manager

**CLIENT AUTHORIZATION**

CITY OF NORTH MIAMI BEACH acknowledges receipt of, and agrees with, Part I and Part II of THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CPH CONSULTING, LLC AND CITY OF NORTH MIAMI BEACH FOR LANDSCAPE AND ARCHITECTURAL SERVICES OF GATEWAY AND WAYFINDING DESIGN SERVICES dated JANUARY 13, 2026, which constitutes the entire Agreement between CPH CONSULTING, LLC and CITY OF NORTH MIAMI BEACH.

Total Labor Fees for services proposed herein is as listed above in COMPENSATION section plus reimbursable expenses.

It is understood that fees for the subject project, including but not limited to, application fees, impact fees, utility connection fees, review fees, etc., will be paid directly by the CLIENT.

Payment for services rendered will be due within forty-five (45) days of invoicing. **Preferred payment method is via ACH.** Please contact [AR@cphcorp.com](mailto:AR@cphcorp.com) to arrange ACH payment set-up. Should the CLIENT choose to not complete the project at any phase of the project, CPH will be due any fees for services up to the time the CLIENT informs CPH in writing to stop work. Payment for services up to the time of the CLIENT’S notice will be due within thirty (30) days of the final invoice. Invoice payments must be kept current for services to continue. CPH reserves the right to terminate or suspend work when invoices become over forty-five (45) days past due. In the event that the work is suspended or terminated as a result of non-payment, CLIENT agrees that CPH will not be responsible for CLIENT’s failure to meet project deadlines or other adverse consequences.

This proposal is void if not executed and returned to CPH within sixty (60) days of CPH’s execution of the Agreement.

The fees, terms, conditions, and specifications are satisfactory and are hereby accepted. CPH is authorized to do the work as specified and payment will be made as outlined in COMPENSATION section.

The person signing this Agreement represents and warrants that they are duly authorized and have legal right to execute and deliver this Agreement on behalf of the CLIENT and agree to be bound by the terms contained herein.

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

By: \_\_\_\_\_  
Andrew Plotkin, *Interim City Manager*

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Printed Name/Title

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

Entity: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**CLIENT MUST ALSO SIGN LAST PAGE OF EXHIBIT A-STANDARD PROVISIONS TO AGREEMENT**

The owner of the subject property being considered in this Agreement is:

Entity: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the CLIENT entering into this Agreement is not the same entity that owns the subject property, the CLIENT entering into this Agreement hereby affirms that it is entering into this Agreement with the full knowledge and consent of the property owner and that CLIENT has full power and authority to bind the property to the terms and conditions contained herein including, but not limited to, the right of CPH to impose a first lien and/or mechanics lien on the property.

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

\_\_\_\_\_  
Printed Name/Title

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

Entity: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# PART II

EXHIBIT A- CPH STANDARD PROVISIONS TO AGREEMENT

EXHIBIT B- CPH HOURLY BILLING RATE TABLE

EXHIBIT G- LANDSCAPE SCOPE OF SERVICES

EXHIBIT H- ARCHITECTURAL SCOPE OF SERVICES

EXHIBIT M- TRAFFIC SCOPE OF SERVICES

**EXHIBIT A**  
**Standard Provisions to Agreement**

Agreement between CITY OF NORTH MIAMI BEACH (hereinafter referred to as "CLIENT") and CPH Consulting, LLC (hereinafter referred to as "CPH") for professional services as set forth in the Agreement for Professional Services.

**TERMS OF COMPENSATION AND DISPUTE RESOLUTION**

1. Neither CLIENT nor CPH shall assign this Agreement, or any causes of action arising out of or relating to this Agreement, without the written consent of the other.
2. CLIENT warrants that it has, and will maintain for the duration of the project, the financial liquidity to pay for all the services contracted in this Agreement. Payment shall not be contingent on CLIENT financing, leases, purchase agreements, or any other transactions.
3. Invoice payments are due upon receipt of the invoice and payments must be kept current for services to continue. **Preferred payment method is via ACH.** Please contact [AR@cphcorp.com](mailto:AR@cphcorp.com) to arrange ACH set-up. If ACH is not elected, payment should be mailed to CPH Consulting, LLC. at 500 West Fulton Street, Sanford, FL 32771. If the CLIENT fails to pay any invoice due within forty-five (45) days of the date of the invoice, CPH may, without waiving any other claim or right against CLIENT, suspend services under this agreement until CPH has been paid in full all amounts due CPH and/or any of its consultants. In addition, CLIENT shall pay CPH interest at a rate of 1.5% per month or the maximum amount allowed by law, whichever is greater, on all invoices that remain unpaid for more than 45 days.
4. CLIENT hereby waives the right to dispute or object to all or part of an invoice if such objection is not made, in writing, within twenty-one (21) days of receipt. Any such objections made in writing within twenty-one (21) days shall not affect the undisputed portions of the invoice which will still be due as scheduled.
5. At no time during the duration of the Project may the total invoiced fees unpaid equal or exceed 20% of the total base fee for the Project. In the event the total outstanding unpaid fees equals or exceeds 20% of the base contract fee, the Project will be placed on hold and no additional work will be performed by CPH or its consultant(s) until the outstanding balance has been paid to CPH.
6. All invoices over 45 days old must be paid in full prior to submittal for permits.
7. "Additional Service(s)" are services which are not part of the contracted basic services and are not included in the basic payment provisions of the Agreement. Additional Services shall only be performed upon receipt of written direction/acknowledgment from CLIENT. Additional services shall be provided and billed on an Hourly basis in accordance with the applicable Hourly Billing Rate unless an amendment to the Agreement with fee for the additional services has been executed. CPH may withhold performing additional services until an Agreement for additional services has been executed. CLIENT shall be obligated to pay for additional services it has directed/acknowledged in writing regardless of the execution of an amendment to the Agreement. CLIENT acknowledges that CPH shall be entitled to compensation for any Additional Services that may become necessary during the course of the project provided that the need for such Additional Service(s) are not caused by the fault of CPH.
8. No deductions shall be made from CPH's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which CPH has been adjudged to be liable or negligent.
9. CPH may elect to secure its financial position with a first lien and/or mechanics lien on the property. If CLIENT requests that CPH subordinate CPH's lien rights for any reason and CPH agrees to waive CPH's right of refusal to subordinate these rights, CLIENT shall deposit the entire amount of CPH's fee for the project as a whole, including estimated reimbursable expenses, into an escrow account held by an independent third party to be payable to CPH in the event of a default by CLIENT. A letter from the escrow agent acknowledging its intent to serve as disbursing agent in the event of default and an escrow agreement signed by both CLIENT and CPH detailing the terms and conditions of the disbursement must be received prior to CPH signing any

document subordinating CPH's lien rights. CLIENT shall be responsible for any and all fees and costs related to said escrow account.

10. This instrument is to be interpreted and construed according to the laws of the State of Florida. It is agreed between the parties to this contract that any litigation, lawsuit or court action of any character arising out of or related to this Agreement shall be brought solely and exclusively in Seminole County, Florida. All parties under this contract hereby voluntarily submit to the exclusive jurisdiction of the Florida Courts and the exclusive venue in Seminole County, Florida and do hereby waive any objections to either personal or subject matter jurisdiction of the Florida Courts or to said venue, and further waive their right to bring any such suit in any other venue.
11. CLIENT and CPH shall agree to negotiate in good faith any dispute between them for a period of thirty (30) days after notice to the other party prior to exercising any other rights available to them under the Agreement and the law. No such claim, nor the exercise of other rights, shall constitute a basis to withhold or delay payment to CPH for work performed.
12. In connection with any dispute arising out of or relating to this Agreement, each party shall be responsible for their own attorney's fees and costs incurred for services rendered in connection with such dispute, including appellate proceedings and post judgment proceedings.
13. The CLIENT and CPH agree to submit all claims and disputes arising out of this agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement, but neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.
14. CLIENT AND CPH HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED UPON THIS AGREEMENT, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY.

## **GENERAL TERMS AND CONDITIONS**

1. This Agreement is between the business entity CPH and the CLIENT. No individual agent or employee of CPH is party to this Agreement.
2. In recognition of the relative risks and benefits of the project to both the CLIENT and CPH, the CLIENT agrees, to the fullest extent permitted by law and notwithstanding any other provisions of this Agreement, to limit the total liability of CPH, its principals, directors, officers, employees, agents, consultants and servants to CLIENT and to anyone claiming by, through, or under CLIENT, for any and all injuries, claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes so that the total aggregate liability of CPH, its principals, directors, officers, employees, agents, consultants and servants shall not exceed the total compensation received by CPH under this Agreement or \$50,000, whichever is less. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability, breach of contract or breach of warranty.
3. CPH shall perform its services in accordance with the laws, rules, regulations, and codes that are applicable to the project and in force at the time of this Agreement's execution.
4. No third parties, including but not limited to SBA lending agencies, banks, or financial partners associated with the project in any way will have the authority to alter this Agreement or impose additional requirements including, but not limited, to FEMA requirements, seismic engineering, subjugation of lien rights, or compliance with the National Earthquake Hazard Reduction Program. Research, negotiation, pricing, and/or performing any work related to new requirements and/or obligations imposed by the CLIENT on behalf of any entity not party to this Agreement shall be an Additional Service.

5. CPH shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement and the provision of any certificate or consent shall not constitute a warranty or guaranty. CPH shall have a minimum of fourteen (14) days to review any and all consents or certificates to determine if such consents or certificates can be executed.
6. This proposal does not constitute a guarantee that the proposed work will be legally permitted or is viable. CPH assumes the owner has performed due diligence and is aware of any and all limitations or restrictions including but not limited to zoning, drainage, geotechnical, flood plains, etc. that may exist regarding their property.
7. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the CLIENT or CPH. CPH's services here-under are being performed solely for the benefit of the CLIENT and no other entity shall have any claim against CPH because of this Agreement or CPH's performance of services here-under.
8. CLIENT and CPH agree to waive any and all incidental, indirect or consequential damages arising from disputes, claims, or other matters relating to this Agreement against each other and each other's respective officers, directors, and employees. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, delay, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of agreement and breach of warranty.
9. The ten (10) days from December 24th through January 2nd of any year will not be considered workdays in any proposed schedule regardless of whether CPH's offices are open on any days during that period.
10. CPH shall be entitled to include photographic or other representations of the project design in CPH's promotional materials unless CLIENT has provided written notice to CPH that such information is confidential or proprietary information of CLIENT.
11. If any provision of this Agreement is held to be unenforceable, illegal, or invalid, then that provision will be deemed amended to achieve as nearly as possible the same effect as the original provision and the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.
12. In the event the CLIENT provides a design to CPH and directs CPH to reproduce that design, the CLIENT here-in asserts and attests that the CLIENT holds unrestricted rights to the design provided. The CLIENT agrees to indemnify, protect, defend, and hold harmless CPH against any and all claims related to the use of the design provided including, but not limited to, copyright claims.
13. CPH shall not be considered a generator, transporter, or disposer of materials affected by regulated contaminants. Because involvement with CLIENT's contaminated substances can expose CPH to severe risks, CLIENT shall, to the fullest extent permitted by law, waive any claim against CPH, and indemnify, defend, and hold CPH harmless from any claim or liability for injury or loss allegedly arising from CPH's involvement with CLIENT's contaminated substances. CLIENT shall also compensate CPH for any time spent or expense incurred by CPH in defense of any such claim. Such compensation shall be based on CPH's prevailing fee schedule and expense reimbursement policy.
14. CLIENT's decision to proceed with various phases of design or construction prior to CPH's 100% completion of the proceeding phase shall relieve CPH of any responsibility for cost overruns or time extensions caused by CLIENT's decision to accelerate the phasing schedule.
15. While CPH acknowledges that bids may be sought and accepted before the completion of 100% Construction Documents, CLIENT also acknowledges the risk of accepting bids on less than 100% complete documents, including the risk of increased construction costs and time extensions, and hereby releases CPH from all fault and liability arising out of or related to accepting bids on less than 100% Construction Documents.

## PERFORMANCE OF THE WORK

1. When entry to the property or properties is required for CPH and CPH's consultants to perform the services described here-in, the CLIENT agrees to obtain and make available legal right of entry to the property or properties.
2. CPH will provide all of its services in a manner consistent with the level of care and skill ordinarily exercised by other professionals for that service under similar circumstances practicing in the same or similar locality. This standard shall be applicable to all of CPH's services in the Agreement and no higher or different standard shall apply. The standard of care shall be exclusively judged at the time services are rendered and not according to later standards. CPH makes no express or implied warranty with regard to its services. CPH makes no other guaranty or warranty concerning its services, only that its services shall be performed in keeping with this Standard of Care.
3. Unless provided for in the scope of this Agreement, CPH is here-in agreeing to provide a design based on the existing laws and ordinances governing the subject property and is not agreeing to provide services related to acquiring special approvals including but not limited to:
  - Any work that does not comply with current code provisions
  - Any work that requires obtaining a variance, waiver, special exception, conditional use permit, or another similar, special approval
4. Plans shall be prepared in a professional manner and endeavor to satisfy all applicable codes. CPH shall not be liable for costs or delays resulting from changes in codes following execution of Agreement nor any questionable interpretation of the Codes by authorities having jurisdiction, nor any requests by CLIENT to pursue waivers/variances to applicable codes.
5. CLIENT will provide any required project information including, but not limited to, project/tenant requirements, due diligence documents, surveys, reports, entitlements, design and any other professional service to support the project that is not to be provided by CPH as defined in the scope of this Agreement. CPH shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by the CLIENT, CLIENT's consultants and contractors, and information from public records without the need for independent verification.
6. CLIENT may provide additional or other Professional Services such as surveying, soils analysis, planning, civil, architecture, landscape architecture, legal, accounting, or construction inspection on this project and have the results furnished to CPH. As with all Owner-Furnished information, it is agreed that CPH may rely upon the accuracy and completeness of those services by others in performing its work without verification of same. CPH assumes no responsibility for the accuracy or technical adequacy of such professional services provided by others.
7. CLIENT shall provide CPH a certification of liability insurance for any independent design consultant, engineer or other professional hired by CLIENT whose documents are to be bound with the CPH set of Construction Documents, or otherwise utilized on the Project. The amount shall not be less than the amount required by CPH's CLIENT. If such certification is not furnished, CPH shall not bind the consultant's documents into CPH's Construction Documents. CLIENT shall indemnify, defend and hold CPH harmless against any liabilities, claims, damages, loss and expense (including reasonable attorneys' fees and cost of defense) arising out of the performance of consulting or engineering services by CLIENT's separate design consultants, and caused by any negligent act, error, omission or breach of contract (including, without limitation, breach of representation or warranty) by those persons or entities or for which CLIENT is liable, including, without limitation, any claim or action based upon violation of any statute, ordinance, building code or regulation. The foregoing indemnity shall survive the termination of this Agreement.
8. CPH's review of any drawings provided by the CLIENT's consultants shall not constitute an approval by CPH of any designs, equipment or materials used in the work that are not in accordance with CPH's drawings.

9. Unless otherwise provided under this Agreement, the CLIENT shall provide full information in a timely manner regarding requirements for and limitations on the Project. The CLIENT shall furnish to CPH, within three (3) days after receipt of a request.
10. CLIENT shall immediately notify CPH in writing if CLIENT becomes aware of any defect in the project.
11. The CLIENT agrees and accepts that at any time during the course of the project CPH may issue written notice that requires the CLIENT to, within fourteen (14) calendar days from the date of the notice, designate a single person to act as the primary point of contact (PPOC) for the CLIENT and a single person to act as the secondary point of contact (SPOC) for the CLIENT should the PPOC not be available. There-after, the CLIENT shall route all communication to CPH through the PPOC. CPH shall not be held liable or considered negligent for failure to perform direction provided by any party other than the PPOC or SPOC and it shall not be CPH's responsibility to verify that third party instructions have been reviewed and/or approved by the PPOC.
12. CPH shall not be held liable for the actions or inactions of any of the following which impede CPH's and/or CPH's subconsultants' ability to perform their work. Such impacts may require changes to the Agreement fee, terms and conditions:
  - The CLIENT's failure to satisfy their obligations under this Agreement including, but not limited to, providing information in a timely manner, providing access to the property, providing design criteria, and providing equipment specifications.
  - Changes, details, shop drawings, submittals, inspections, or clarifications requested by the jurisdiction beyond what is typically provided by CPH and/or CPH's subconsultant and deemed reasonable.
  - Changes to the design or design criteria by the CLIENT after the design's approval by the CLIENT, commencement of design by CPH or review by jurisdiction.
13. Neither CLIENT nor CPH shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. Such circumstances shall include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, and authorizations from any local, state or federal agency; for any supplies, materials, accesses, or services required to be provided by either CLIENT or CPH under this Agreement. A reasonable extension of time for delay in performance caused by any such circumstances shall be granted. Should such circumstances occur, the non-performing party shall within a reasonable time of being prevented from performing give written notice to the other party describing the circumstances preventing continued performance and efforts being made to resume performance under this Agreement.
14. CPH will, in the course of its work, attempt to generally identify issues that would adversely affect the project for use as proposed by CLIENT. However, CPH cannot control the regulatory process, actions of others, or unforeseen conditions and does not guarantee that the project can be developed for use as proposed, nor does CPH guarantee the timing of or ultimate regulatory approval for development as proposed.
15. The local, state, and federal entities and authorities ("Authorities") having jurisdiction over the project may or may not approve the proposed use of the project and may change their positions through the process, including disapproval of previously approved items. Additionally, it is uncertain how long those Authorities will take to consider and to take action on the applications for the proposed use of the project. Said decisions and approvals are subject to the decision-making process of those Authorities. Therefore, CPH cannot represent or guarantee that said Authorities will ultimately or finally approve, in whole or in part, the requested use or that the decision-making process will be timely for the project, or that the Authorities will grant variances applicable to the project. Therefore, CLIENT bears the risk of non-approval of the proposed use and the timing thereof. CLIENT should consider the ramifications to it if the project is not

approved or only approved in part. Project denial or partial approval does not relieve CLIENT's obligation to pay CPH for services provided under this Agreement.

## **DOCUMENTS AND DELIVERABLES**

1. Drawings, specifications, reports, notes, data, calculations, and other documents, including those in electronic form, prepared by CPH and CPH's consultants are instruments of service for use solely with respect to this Project and shall remain CPH's property. CPH and its consultants shall be deemed the authors of their respective Instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. Rights to use of the documents by CLIENT shall terminate in the event that CLIENT fails to pay invoices as outlined herein.
2. CLIENT, or any other receiving party, assumes all responsibility for the accuracy of digital documentation/information including CAD files provided by CPH. CLIENT releases CPH, its principals, directors, officers, employees, agents, consultants, and servants of any claims and/or liability related to said digital documentation/information or the accuracy of the digital documentation/information.
3. Drawings, specifications, reports, notes, data, calculations, and other documents, including those in electronic form, prepared by CPH and CPH's consultants are not intended to be suitable for reuse by the CLIENT or others on another project or any extension of this project, or for use by others on this project. Any re-use or distribution to third parties will be at the CLIENT's sole risk and without liability to the CPH or its employees, subsidiaries, independent professional associates, subconsultants and subcontractors. The CLIENT shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless CPH from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages what-so-ever arising out of or resulting from such re-use or distribution.
4. Subject to payment in full for services rendered, CPH grants to the CLIENT a nonexclusive license to reproduce CPH's Instruments of Service solely for purposes of constructing, using and maintaining the Project provided that the CLIENT shall comply with all obligations of this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the CLIENT shall refrain from making further reproductions of Instruments of Service and shall immediately return to CPH all originals, reproductions or digital copies in the CLIENT's possession or control.
5. The CLIENT accepts and acknowledges that any other party associated with this project that receives any associated documentation for the purpose of providing further documentation for the project assumes any and all liability for the accuracy of the provided documentation and releases CPH and its representatives of liability in that regard. All parties to this Agreement, their subsidiaries, parent companies, and affiliated parties further agree that CPH is not responsible for built conditions being reflected accurately in the documentation and that as participants in this project the other party(s) are responsible for the accuracy of their work.

## **TERMINATION AND SUSPENSION OF SERVICES**

1. The obligation to provide further services under this Agreement, may be terminated by either party upon fifteen (15) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement through no fault of the terminating party. If the Agreement is terminated during prosecution of the services and prior to the completion of services, CLIENT shall pay CPH for all services performed under this Agreement to the date of termination. In addition, CPH will be paid for all reasonable expenses resulting from such termination.

2. Notwithstanding any provision in this Agreement to the contrary, CPH retains the right, upon five (5) days written notice, to stop work or withhold its instruments of service where payment has not been received from CLIENT to CPH within forty-five (45) days of invoice issuance.
3. If the CLIENT fails to make payments to CPH in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at CPH's option, cause for suspension of services under this Agreement. If CPH elects to suspend services, CPH shall give five (5) days written notice to the CLIENT before suspending services.
4. In the event of termination not the fault of CPH or suspension by CPH or CLIENT, CPH shall be compensated for services performed, reimbursables incurred, and financial obligations made prior to termination and/or suspension. CPH may terminate this Agreement upon giving ten (10) days written notice if the project is suspended for more than ninety (90) days if the cause of the suspension is not attributable to CPH.
5. Should CLIENT exercise their right to terminate, CLIENT acknowledges that CPH will not have the opportunity to supervise or oversee its design to completion. Therefore, CLIENT agrees to indemnify, protect, defend, and to hold CPH harmless from any fault, error or omission or cause of action caused by CLIENT's use of CPH's documents post-termination. Any warranties or representations provided by CPH prior to termination shall not survive termination. The CLIENT agrees to indemnify and hold harmless CPH from any claim or liability resulting from suspension of work.

**PURSUANT TO FLORIDA STATUTE 558.0035, DESIGN PROFESSIONALS; CONTRACTUAL LIMITATION ON LIABILITY - AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE**

## **ADDITIONAL TERMS AND CONDITIONS FOR SPECIFIC SERVICES**

### **Site/Building Studies**

1. CLIENT acknowledges that if it retains CPH to study the site/building prior to design and construction, CPH's Site/Building Studies pursuant to this Agreement are general in nature and are performed before design is started or completed. CLIENT acknowledges the recommendation of CPH that CLIENT should not close on the subject property unless and until all applicable agency approvals are obtained and the permitting process is completed. If CLIENT elects to close on the subject property prior to that time, CLIENT accepts all risks and liability arising from closing prior to obtaining all applicable agency approvals and completion of the permitting process and releases CPH and CPH's officers, directors, and employees from all claims thereof.
2. In order to allocate the relative risks and benefits of the project between the parties, CLIENT agrees to limit the liability of CPH and CPH's officers, directors, and employees from any and all claims arising from CPH's or CPH's officers', directors', and employees' professional acts, negligence, errors, omissions, breach of this agreement, or indemnity relating to CPH's Site/Building Studies under this Agreement such that the total aggregate liability of CPH and CPH's officers, directors, and employees to CLIENT shall not exceed the fee for the Site/Building Study paid by CLIENT to CPH under this Agreement or \$10,000, whichever is greater.

### **Underground Utility Location**

1. The locations of all existing utilities shown on the drawings prepared by CPH will be based on visual surveys of at-grade or above grade physical structures or markers such as valve boxes, hydrants, utility poles, permanent markers, and temporary utility locate markings provided by the

utility. CPH assumes no responsibility for the accuracy of utilities shown by temporary markings provided by the utility or the locations of utilities based on other non-physical features (such as plans prepared by others, including mark-ups of locations provided by the utility). CPH does not identify the below grade vertical and horizontal locations of utilities, and consequently, CPH assumes no responsibility for the location of below grade utilities. The CLIENT agrees to release CPH from any liability to CLIENT for the failure to locate any existing utility where its physical location could not have reasonably been determined from visual field review of the conditions noted.

## **Value Engineering, Opinions of Cost & Recommendations**

1. As the term is used within this Agreement, value engineering is the detailed, systematic but subjective review of the design concepts, construction techniques, materials and building types associated with a project solely in terms of life cycle costs in an attempt to obtain value for every dollar spent. If CLIENT chooses to engage in value engineering, CLIENT shall either retain the services of an independent Value Engineer ("VE") to perform the above review services to be completed at a stage no later than 50% Design Development, or pay a mutually agreeable sum to CPH to perform the above review services at a stage no later than 50% Design Development. If value engineering occurs at a stage later than 50% Design Development, CLIENT acknowledges that schedule and cost impacts may occur. If CLIENT chooses to retain an independent VE, all recommendations of the VE shall be given to CPH for its review and adequate time will be provided for CPH to respond to these recommendations. CPH time spent to review the recommendations of the VE and to incorporate those accepted by both CLIENT and CPH shall be compensated as an Additional Service to this Agreement. Objections to any recommendations made by the VE shall be stated in writing, and CLIENT agrees that CPH shall not be responsible for any damage, cost or liability which arises in connection with or as a result of the incorporation of such design changes.
2. Since CPH has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor methods of determining prices, or over competitive bidding or market conditions, our opinions of probable project and construction cost, if provided, are made on the basis of our experience and represent our best judgement as an experienced and qualified professional familiar with the construction industry. CLIENT agrees CPH cannot be held responsible for any additional costs if proposals, bids, or actual project costs or construction costs vary from opinions of probable cost prepared by CPH.
3. CPH's recommendations as to various issues throughout this Agreement shall not give rise to any CPH liability. CPH's recommendations to CLIENT for approval, change, substitution, or modification to certain subject items are recommendations only and they do not relieve CLIENT from the final responsibility for such approval, change, substitution, or modification. Moreover, CPH shall not be responsible for CLIENT's approval, change, directive, or substitution made without the CPH's recommendation and CLIENT shall indemnify and hold CPH harmless from all liabilities, claims, damages, loss and expense including, without limitation, reasonable attorneys' fees and defense costs incurred as a result of any such approval, change, directive, or substitution by CLIENT. The foregoing indemnity shall survive the termination of this Agreement.

### **Construction Services**

1. CPH's site responsibilities are limited solely to the activities of CPH and CPH's employees on the site. These responsibilities shall not be inferred by any party to mean that CPH has responsibility for site safety for any reason. Safety in, on, or about the site is the sole and exclusive responsibility of the Contractor. The Contractor's methods of work performance, oversight of the contractor's employees and subcontractors, and sequencing of construction are also the sole and exclusive responsibility of the Contractor alone. CLIENT warrants that: 1) these responsibilities will be made clear in CLIENT's agreement with the Contractor; 2) CLIENT's agreement with the Contractor shall require the Contractor, to the extent of Contractor's negligence, to indemnify,

defend, and hold CLIENT and CPH harmless up to a limit of \$1,000,000 or the limits of available contractor insurance, whichever is greater from any fine, penalty, claim, or liability for injury or loss arising from CLIENT'S or CPH's alleged failure to exercise site safety responsibility; and 3) CLIENT's agreement with the Contractor shall require the Contractor to make CLIENT and CPH additional insureds under the Contractor's general liability insurance policy, which insurance protection shall be primary protection for CLIENT and CPH, and shall hold CLIENT and CPH harmless from claims, losses, and defense cost arising from the negligence of contractor or subcontractor on any tier up to the limits of described herein of (2). CLIENT also shall compensate CPH for any time spent and attorney fees and expenses incurred by CPH in defense of any such claim. Such compensation shall be based upon CPH's prevailing fee schedule and expense reimbursement policy. (The term "any claim" above referenced shall include, but not limited to, any claim for breach of contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.)

2. CLIENT shall provide CPH with a copy of CLIENT's construction contract with Contractor, shall coordinate the responsibilities of CPH with that of the Contractor, and shall provide prompt written notice to CPH of any communication between CLIENT and Contractor that may affect the work or performance of duties by CPH.
3. When construction administration is provided as a part of the basic services as outlined in the Agreement, CPH shall not be required to make exhaustive or continuous on-site inspections or perform any destructive testing or remove existing work, but shall make periodic observations of readily-observable work as may be outlined in more detail in the basic Agreement. CPH shall not be responsible for the means, methods, techniques, procedures of construction, or schedules selected by the contractor or the safety precautions and programs incident to the work of the contractor. CPH will periodically visit the site at intervals outlined in the Agreement to become generally familiar with the progress of the readily-observable work to keep CLIENT advised of the progress. CPH will observe the work of the contractor to endeavor to determine if the work is in general conformance with the project documents. CPH shall not be responsible for the failure of the contractor to perform the construction work in accordance with the Documents. CPH shall provide CLIENT with written notice of any uncorrected defects or deficiencies coming to its attention in the course of its periodic visits. During such visits and on the basis of its on-site observations, CPH may recommend to CLIENT that the contractor's work be disapproved or rejected as failing to conform to the Documents. CPH shall not have the right or duty to stop the contractor's work.
4. CLIENT may choose to disregard the advice of CPH or may otherwise choose to deviate during construction from the Construction Documents prepared by CPH. Therefore, CLIENT hereby indemnifies and holds harmless CPH, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and economic damages, arising out of, in connection with, or resulting from the performance (or failure to perform) of any aspect of construction of the Project, where CLIENT has knowingly authorized or permitted a deviation from any document prepared by CPH which, over CPH's objection, has not been corrected or where CLIENT has elected not to follow any recommendation of CPH. In the event that CPH or any other party indemnified hereunder is required to bring an action to enforce the provisions of this indemnity, the indemnifying party shall pay the attorneys' fees and costs incurred by the indemnified party in bringing this action. CLIENT's indemnity obligations under this Section shall survive the termination of this Agreement.
5. Checking of shop drawings is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Any action shown is subject to the requirements of the Plans and Specifications. It is the contractor's responsibility and not that of the CPH, to confirm and correlate dimensions and proper interfaces at the job site; fabrication processes and techniques of construction; coordination of contractor's work with that of all other trades and the satisfactory performance of contractor's work.

6. Approval of a contractor's application for payment is an expression of opinion by CPH and shall at no time be considered a legal or binding determination on the part of CPH, nor as an acceptance of any work or materials furnished. CPH's approval for payment is an expression of

opinion by CPH that to the best of our knowledge, information and belief, the quality of the work included for payment is in general accordance with the Contract Documents (subject to an evaluation of the work as a functioning improvement upon substantial completion and to the results of any subsequent tests or inspection made). By approving an application for payment, CPH will not be deemed to have represented that it has made any examination of how or for what purpose any contractor has used the money paid on any of the contractor's work or that title to any of the contractor's work, materials or equipment has passed to CLIENT, free and clear of any liens, claims, security interests or encumbrances.

**7. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES**

CLIENT agrees to be bound by the terms contained herein.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

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

# HOURLY BILLING RATES

Effective: February 20, 2023

Category	Rate <sup>1</sup>
Principal	\$325
Program Manager	\$300
Senior Project Manager	\$250
Project Manager	\$200
Senior Project Engineer	\$200
Project Engineer	\$180
Principal Traffic Engineer	\$280
Senior Traffic Engineer	\$200
Traffic Engineer	\$180
Traffic Analyst	\$135
Principal Environmental Scientist	\$280
Senior Environmental Scientist	\$200
Lead Environmental Scientist	\$145
Environmental Scientist	\$125
GIS Analyst	\$125
Principal Planner	\$280
Senior Planner	\$180
Planner	\$140
Principal Architect	\$325
Senior Architect	\$225
Architect	\$180
Senior Architectural Manager	\$180
Architectural Manager	\$160
Senior Architectural Designer	\$155
Architectural Designer	\$135
Interior Designer	\$135
Principal Structural Engineer	\$300
Senior Structural Engineer	\$240
Structural Engineer	\$180
Principal MEP Engineer	\$280
Senior MEP Project Engineer	\$220
MEP Project Engineer	\$180
Principal Landscape Architect	\$280
Senior Landscape Architect	\$200
Landscape Architect	\$150

Category	Rate <sup>1</sup>
Project Coordinator	\$135
Senior Project Designer	\$180
Project Designer	\$155
Senior Design Technician	\$135
Design Technician	\$120
CADD Technician	\$100
Graphic Designer	\$160
Administrative	\$120
Clerical	\$100
Network Admin. (I)	\$160
Senior Construction Manager	\$200
Construction Manager	\$180
Construction Field Representative II	\$160
Construction Field Representative I	\$125
Principal Surveyor	\$280
Senior Professional Surveyor	\$200
Professional Surveyor and Mapper	\$160
Field Technician/Designer	\$135
Surveyor in Training	\$125
Survey Project Manager/CADD	\$150
Field Crew Coordinator	\$140
Survey Party Chief	\$110
Survey Instrument Man	\$100
Senior Survey CADD Technician	\$140
Survey CADD Technician	\$105
Survey Crew (2 Man)	\$200
Survey Crew (Construction Staking -	\$245
Survey Crew (3 Man)	\$285
GPS (1 Man) / Robotics	\$180
GPS (2 Man)	\$245
1 Man Scanner/Laser Survey Crew	\$315
2 Man Scanner/Laser Survey Crew	\$350



## EXHIBIT G- LANDSCAPE SCOPE OF SERVICES

### 1.0 BASIC SERVICES

#### **TASK 1.0 PRE-DESIGN & SITE CHECK**

TASK 1.1: KICK OFF MEETING with Steering Committee and Stakeholder Group. This meeting may include City representatives, the FDOT and representatives from the destinations. This meeting is assumed to be in-person at the location of the CLIENT'S discretion. CPH assumes coordination of the meeting attendees will be the responsibility of the CLIENT.

TASK 1.2 INFORMATION GATHERING: Tour and photograph sign locations. This tour is assumed to be included within (1) day of the scheduled kick-off meeting. Review existing relevant documents and planning work accomplished to date. (i.e) Downtown Master Plans, branding studies, tourism/marketing initiatives, etc.) All relevant documents shall be provided to CPH by the CLIENT no less than (2) weeks prior to scheduled kick-off meeting/stakeholder interviews.

TASK 1.3 STAKEHOLDER INTERVIEWS: Based on the City's coordination with stakeholders and user groups, CPH will attend and hold a series of brief, working meetings with wayfinding participants and user groups to review program criteria and information provided in the original Wayfinding Report.

CONDUCT STAKEHOLDER INTERVIEWS: CPH will conduct working meetings with wayfinding participants and user groups are conducted to review program criteria: primary and secondary routes, circulation, State & County roadways, assigned speed limits, parking facilities, pedestrian requirements. districts/zones, transition points, decision points, information hierarchy, create a general menu of sign types, terminology/nomenclature, audience considerations, daytime vs. evening travel, design criteria, image, marketing goals, functional requirements, flexibility, vandal resistance and maintenance. Interviews will be held over a (2) day period, small groups of 4-5 participants, typically for 45min – 1 hour each. CPH assumes coordination of the meeting attendees will be the responsibility of the CLIENT. All meetings listed within Tasks 1.1, 1.2, and 1.3 shall be no more than (2) full working days.

TASK 1.4 GATEWAYS: Following all Stakeholder meetings and Information gathering, CPH will identify no more than (3) typical gateway locations and through the use of case study images, present potential approaches, materials and overall design intent. This will include a plan view, photographs of existing conditions and visual example of solutions from other places with similar situations. Note these are not formal concepts, simply examples that show design intent, in-order to build consensus for placement and overall aesthetic direction. This presentation shall be virtual, and coordinated by the CLIENT. CPH shall perform the presentation utilizing MS Teams software.

This would also include an outline of "opportunities" and "challenges" associated with each type of gateway presented. This information will also be formatted to be included in the Summary Wayfinding Report

TASK 1.5: CPH Landscape Architecture Team shall provide overall project coordination and management services to confirm traffic engineering and design criteria with FDOT and approving agencies. Identify a preliminary budget based on information gathered to date.

TASK 1.6: CPH will coordinate with CLIENT a Finalize Destination List and determine terminology (or abbreviations) necessary for each destination/attraction. (based on the original Wayfinding Report.)

## **TASK 2.0      SCHEMATIC DESIGN**

TASK 2.1: Schematic Design (3 options):

GATEWAYS: based on the preferences identified during the Pre-Design Phase, concepts will be developed for no more than (3) gateway locations. This may include site plans, photo-renderings and/or illustrations. Design elements may include: signage, lighting, landscaping, architectural structures, public art, landscaping, etc.

In addition to the designs, CPH will develop a phasing plan that will identify priorities based on all information incorporated from previous meetings and documents.

WAYFINDING SIGNAGE: CPH will analyze tourism initiatives, historic elements, imagery, local architecture and culture, marketing materials and additional information, provided by the CLIENT, to formulate sign design concepts. CPH will develop conceptual menu of sign types and other elements. This would include typical designs and systems, location, size, shape and colors. 3 design options shall be included.

TASK 2.2: CPH shall develop Preliminary Budgets based on design options presented for CLIENT review and feedback.

TASK 2.3: CPH will coordinate and prepare a Schematic Design Presentation and Conduct a Preview with CLIENT Project Manager, for feedback and approval.

TASK 2.4: CPH will conduct a Presentation to Steering Committee to receive feedback on design concepts. This presentation shall be coordinated by the CLIENT and assumed to be a virtual presentation/meeting. CPH will utilize MS Teams software.

TASK 2.5: CPH Landscape Architecture will coordinate with other disciplines to meet with FDOT to review signage concepts / wayfinding on State roadways

**TASK 3            PROGRAMMING (NOT IN CONTRACT)**

**TASK 4            DESIGN DEVELOPMENT (NOT IN CONTRACT)**

**TASK 5            DOCUMENTATION (NOT IN CONTRACT)**

**TASK 6            BID ASSISTANCE & CONSTRUCTION ADMINISTRATION (NOT IN CONTRACT)**

**Any work not specifically indicated in this proposal is excluded including but not limited to the following:**

- **Tasks 3-6 shall be developed following completion of Tasks 1 and 2, and would be an amendment to this contract.**
- **Survey**
- **Geotechnical Engineering**
- **Construction Documents**

## **EXHIBIT H- ARCHITECTURAL SCOPE OF SERVICES**

### **TASK 1.0 PRE-DESIGN & SITE CHECK**

TASK 1.4 GATEWAYS: Following all Stakeholder meetings and Information gathering, CPH will identify no more than (3) typical gateway locations and through the use of case study images, present potential approaches, materials and overall design intent. This will include a plan view, photographs of existing conditions and visual example of solutions from other places with similar situations. Note these are not formal concepts, simply examples that show design intent, in-order to build consensus for placement and overall aesthetic direction. This presentation shall be virtual, and coordinated by the CLIENT. CPH shall perform the presentation utilizing MS Teams software.

This would also include an outline of “opportunities” and “challenges” associated with each type of gateway presented. This information will also be formatted to be included in the Summary Wayfinding Report.

TASK 1.5: CPH Architecture shall assist in identifying a preliminary budget based on information gathered to date.

TASK 1.6: CPH Architecture shall assist with a Finalize Destination List and determine terminology (or abbreviations) necessary for each destination/attraction. (based on the original Wayfinding Report.)

### **TASK 2.0 SCHEMATIC DESIGN**

TASK 2.3: CPH Architecture Team shall assist in preparing a Schematic Design Presentation and Conduct a Preview with CLIENT Project Manager, for feedback and approval.

TASK 2.4: CPH Architecture will assist in conducting a Presentation to Steering Committee to receive feedback on design concepts. This presentation shall be coordinated by the CLIENT, and assumed to be a virtual presentation/meeting. CPH will utilize MS Teams software.

**TASK 3 PROGRAMMING (NOT IN CONTRACT)**

**TASK 4 DESIGN DEVELOPMENT (NOT IN CONTRACT)**

**TASK 5 DOCUMENTATION (NOT IN CONTRACT)**

**TASK 6 BID ASSISTANCE & CONSTRUCTION ADMINISTRATION (NOT IN CONTRACT)**

**Any work not specifically indicated in this proposal is excluded including but not limited to the following:**

- **Tasks 3-6 shall be developed following completion of Tasks 1 and 2, and would be an amendment to this contract.**
- **Construction Documents**

## EXHIBIT M- TRAFFIC SCOPE OF SERVICES

### TASK 1.0 PRE-DESIGN & SITE CHECK

TASK 1.1: KICK OFF MEETING with Steering Committee and Stakeholder Group. This may include City representatives, the FDOT and representatives from the destinations. This meeting is assumed to be in-person at a location of the CLIENT'S discretion. CPH assumes coordination of the meeting attendees will be the responsibility of the CLIENT.

TASK 1.2 INFORMATION GATHERING: CPH Transportation shall be involved with tour and photograph sign locations. This tour is assumed to be included within (1) day of the scheduled kick-off meeting.

TASK 1.3 STAKEHOLDER INTERVIEWS: Based on the City's coordination with stakeholders and user groups, CPH will attend and hold a series of brief, working meetings with wayfinding participants and user groups to review program criteria and information provided in the original Wayfinding Report.

CONDUCT STAKEHOLDER INTERVIEWS: CPH will conduct working meetings with wayfinding participants and user groups are conducted to review program criteria: primary and secondary routes, circulation, State & County roadways, assigned speed limits, parking facilities, pedestrian requirements. districts/zones, transition points, decision points, information hierarchy, create a general menu of sign types, terminology/nomenclature, audience considerations, daytime vs. evening travel, design criteria, image, marketing goals, functional requirements, flexibility, vandal resistance and maintenance. Interviews will be held over a (2) day period, small groups of 4-5 participants, typically for 45min – 1 hour each. CPH assumes coordination of the meeting attendees will be the responsibility of the CLIENT. All meetings listed within Tasks 1.1, 1.2, and 1.3 shall be no more than (2) full working days.

TASK 1.4 GATEWAYS: Following all Stakeholder meetings and Information gathering, CPH will identify no more than (3) typical gateway locations and through the use of case study images, present potential approaches, materials and overall design intent. This will include a plan view, photographs of existing conditions and visual examples of solutions from other places with similar situations. Note these are not formal concepts, simply examples that show design intent, in-order to build consensus for placement and overall aesthetic direction. This presentation shall be virtual, and coordinated by the CLIENT. CPH shall perform the presentation utilizing MS Teams software.

This would also include an outline of "opportunities" and "challenges" associated with each type of gateway presented. This information will also be formatted to be included in the Summary Wayfinding Report

TASK 1.5: CPH Landscape Architecture Team shall provide overall project coordination and management services to confirm traffic engineering and design criteria with FDOT and approving agencies. Identify a preliminary budget based on information gathered to date.

## **TASK 2.0      SCHEMATIC DESIGN**

### TASK 2.1 Schematic Design (3 options):

**GATEWAYS:** based on the preferences identified during the Pre-Design Phase, concepts will be developed for no more than (3) gateway locations. This may include site plans, photo-renderings and/or illustrations. Design elements may include: signage, lighting, landscaping, architectural structures, public art, landscaping, etc.

CPH Transportation shall assist with sight lines requirements, Draft MOT opportunities, and review FDOT criteria based on Task 1.5.

In addition to the designs, a phasing plan will be developed, that will identify priorities.

**WAYFINDING SIGNAGE:** Analyze tourism initiatives, historic elements, imagery, local architecture and culture, marketing materials and additional information needed to formulate sign design concepts. Develop conceptual menu of sign types and other elements. This would include typical designs and systems, location, size, shape and colors. 3 design options shall be included.

TASK 2.2 Develop Preliminary Budgets based on design options presented.

TASK 2.3 CPH Transportation shall participate in preparation of Schematic Design Presentation and Conduct a Preview with CLIENT Project Manager, for feedback and approval. This presentation shall be coordinated by the CLIENT, and assumed to be a virtual presentation/meeting. CPH will utilize MS Teams software.

TASK 2.4 CPH Transportation shall participate in the Presentation to Steering Committee to receive feedback on design concepts. This presentation shall be coordinated by the CLIENT, and assumed to be a virtual presentation/meeting. CPH will utilize MS Teams software.

TASK 2.5 CPH Transportation shall meet with FDOT to review signage concepts / wayfinding on State roadways. This meeting is assumed to be in-person, and will be coordinated by the CLIENT

**TASK 3            PROGRAMMING (NOT IN CONTRACT)**

**TASK 4            DESIGN DEVELOPMENT (NOT IN CONTRACT)**

**TASK 5            DOCUMENTATION (NOT IN CONTRACT)**

**TASK 6            BID ASSISTANCE & CONSTRUCTION ADMINISTRATION (NOT IN CONTRACT)**

**Any work not specifically indicated in this proposal is excluded including but not limited to the following:**

- **Tasks 3-6 shall be developed following completion of Tasks 1 and 2, and would be an amendment to this contract.**
- **Construction Documents**



**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**

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Kerlyne McHenry, Interim Public Works Director
<b>VIA:</b>	Andrew Plotkin, Interim City Manager
<b>DATE:</b>	January 20, 2026

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**RE:** Resolution No. R2026-05 Approving Purchase Order with Traffic Logix for the Purchase of Speed Humps (Kerlyne McHenry, Interim Public Works Director)

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**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY**

**IMPACT:**

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**ATTACHMENTS:**

Description

- Resolution
- Staff Report
- Exhibit A

**RESOLUTION NO. 2026-XX**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A PURCHASE ORDER BETWEEN THE CITY AND THE TRAFFIC LOGIX CORPORATION FOR THE PURCHASE OF SAFETY AND TRAFFIC MANAGEMENT EQUIPMENT; FOR A BUDGETED AMOUNT NOT TO EXCEED \$107,000; 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**, Sourcewell Cooperative, a national public procurement cooperative that provides competitively solicited contracts for government entities, issued and awarded Contract 042225 *Roadway Work Zone: Safety and Traffic Management Equipment with Related Products* to Traffic Logix Corporation dba Logix ITS (“*Traffic Logix*”) for an initial four (4)-year term through June 27, 2029, with three (3) optional one (1)-year renewal periods. (“Piggyback Contract”); and

**WHEREAS**, the City’s Public Works Department requires traffic-calming products and materials to enhance the safety and security of residents by mitigating excessive speeding and unsafe driving behaviors, particularly within residential areas; and

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

**WHEREAS**, the City Manager and the Chief Procurement Officer recommend that the City Commission approve a purchase order in a budgeted amount not to exceed \$107,000 for the purchase of Safety and Traffic Calming Equipment with Traffic Logix.; and

**WHEREAS**, the Mayor and City Commission determine it is in the best interests of the City to approve a Piggyback Contract for a purchase order in a budgeted amount not to \$107,000 for the purchase of Safety and Traffic Calming Equipment with Traffic Logix.

**RESOLUTION NO. 2026-XX**

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

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

**Section 2.** The piggyback Contract with Traffic Logix Corporation, in substantially the form attached as Exhibit "A", for a budgeted amount not to exceed \$107,000 for the purchase of Safety and Traffic Calming Equipment, subject to budget appropriation and availability of funds is hereby approved.

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

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

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

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

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

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

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled this **20<sup>th</sup> day of January 2026.**

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



## Procurement Management Department

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### Commission Agenda Staff Report

**Date:** January 20, 2026

**Resolution No.:** 2026-XX

**To:** Mayor and City Commission

**From:** Andrew Plotkin, Interim City Manager

**Prepared By:** Shereece George Depusoir, Chief Procurement Officer

**Agenda Title:** **Resolution Approving Purchase Order with Traffic Logix Corporation dba Logix ITS for the Purchase of Safety and Traffic Management Equipment**

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#### Background

The City of North Miami Beach is committed to maintaining safe streets, particularly in residential neighborhoods where speeding can pose a risk to residents. To support this goal, the Public Works Department requires a variety of traffic-calming products and materials to help reduce unsafe driving behaviors and promote overall roadway safety.

Sourcewell Cooperative issued and awarded Contract 042225, Roadway Work Zone: Safety and Traffic Management Equipment with Related Products, to Traffic Logix Corporation dba Logix ITS (“Traffic Logix”) for an initial four (4)-year term through June 27, 2029, with three (3) optional one (1)-year renewal periods. Through this Piggyback Contract, the City can efficiently acquire necessary traffic-calming products and materials while leveraging an established cooperative procurement process available to other government agencies.

The City intends to utilize this contract to acquire essential traffic-calming products and materials to support roadway safety initiatives, maintenance, and installation projects throughout residential and other high-priority areas. Leveraging this Piggyback Contract will streamline procurement, reduce lead times, and ensure cost-effective purchasing consistent with industry standards and the City’s safety objectives.

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#### Recommendation

The Interim Public Works Director and the Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to approve the Purchase Order with Traffic Logix Corporation for a budgeted amount not to exceed \$107,000.

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#### Fiscal Impact

Requesting a Purchase Order for the allocated amount of \$107,000 as approved in the adopted FY26 budget appropriation.

**EXHIBIT 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 E-mail: \_\_\_\_\_  
 Vendor Registration #: \_\_\_\_\_

**Piggyback Contract Details**Cooperative  / Public Entity 

1. Contract Title: \_\_\_\_\_  
     a. Awarding Agency \_\_\_\_\_ b. Contract / 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/Executed Contract   
 Proposal/Quote       Renewal Letter       Risk Manager Approved Insurance Certificate

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

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

Approved

Date

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

**City Commission Meeting Date: \_\_\_\_\_ Approved Resolution No: \_\_\_\_\_**

**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.*



TO: 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?):

[Empty box for Purpose]

Background:

[Empty box for Background]

Recommendation:

[Empty box for Recommendation]

Fiscal Impact / Account Number(s):

[Empty box for Fiscal Impact]

Finance Director:

Date

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

Date

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

Date

**MASTER AGREEMENT #042225****CATEGORY: Roadway Work Zone: Safety and Traffic Management Equipment with Related Products****SUPPLIER: Traffic Logix Corporation dba Logix ITS**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Traffic Logix Corporation dba Logix ITS, 3 Harriet Lane, Spring Valley, NY 10977 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:  
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on June 27, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #042225 to Participating Entities. In Scope solutions include:

Sourcewell is seeking Proposals for Roadway Work Zone: Safety and Traffic Management Equipment with Related Products specifically designed for temporary roadway work zones. Permanent solutions or products not directly intended for work zones may not be considered. Permanent only solutions will not be considered. The scope includes, but is not limited to, the following categories:

- a. Channelizing Devices - Products specifically designed to guide and control traffic flow in temporary work zones, such as:
- Cones;
  - Bollards and drums; and
  - Delineators and reflective posts
- b. Crash Attenuation Devices - Temporary or mobile equipment designed to reduce the impact of collisions in work zones, such as:
- Truck and trailer-mounted attenuators
  - Water or sand-filled arrays
  - Guardrail end treatments
- c. Flagging Equipment - Devices used to manage and direct traffic manually or automatically in work zones, such as:
- Hand signaling and warning flags
  - High-visibility safety flags
  - Automated Flagger Assistance Devices (AFADs)
- d. Safety Barriers - Barriers used exclusively for temporary work zones to separate traffic from construction areas, such as:
- Jersey barriers (temporary applications only)
  - Temporary gate systems
  - Temporary safety fencing, screens, and panels
  - Work zone barricades

- e. **Work Zone Signage** - Signage designed for temporary deployment in work zones to provide clear and dynamic information to drivers, such as:
- Work zone speed awareness signs
  - Flashing beacons
  - Work zone dynamic warning systems
  - Variable message signs and roadway message boards
  - Portable traffic signals

In addition to the primary solutions offered, proposers may offer complementary products and services directly related to those solutions in a-e above, including but not limited to: work zone product rentals, temporary speed bumps or traffic calming equipment, hazardous vehicle mitigation products, smart work zone products, work zone inspections, flagging services, traffic control project consulting and plan design, temporary pedestrian access routes (TPAR), rumble strips, work zone personal safety equipment, guardrails, and connected work zone notification systems.

- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
  - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
  - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to “federal” should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier’s Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 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. §, 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. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.
- ii) **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. § 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. § 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 subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or 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. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **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. § 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, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 subrecipient 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 subrecipient must comply with the requirements of 37 C.F.R. § 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. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **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 government wide exclusions 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. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the 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.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the

value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

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

## **Article 2: Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
  - Maintenance and management of this Agreement;
  - Timely response to all Sourcewell and Participating Entity inquiries; and
  - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided

regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcwell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcwell, Supplier will pay an Administrative Fee to Sourcwell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcwell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcwell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcwell-assigned Agreement number in the memo; and must be either mailed to Sourcwell above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions.
- 10) **Noncompliance.** Sourcwell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcwell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcwell in auditing transactions under

this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
  - a) **During the term of this Agreement:**
    - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
  - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
  - c) **Use; Quality Control.**
    - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
    - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
  - d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
  - \$1,500,000 Personal and Advertising Injury
  - \$2,000,000 aggregate for products liability-completed operations
  - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier’s commercial general liability insurance policy with respect to liability arising out of activities, “operations,” or “work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier’s obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

**Article 3:  
Supplier Obligations to Participating Entities**

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

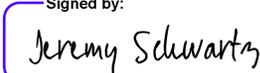
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating

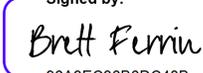
Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Traffic Logix Corporation dba Logix ITS

Signed by:  
  
 C0FD2A139D06489...  
 By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 6/25/2025 | 12:23 PM CDT

Signed by:  
  
 96A3EC36B6DC48B...  
 By: \_\_\_\_\_  
 Brett Ferrin  
 Title: Vice President of Sales  
 Date: 6/25/2025 | 10:20 AM PDT



**Traffic Logix Corporation**  
 3 Harriett Lane  
 Spring Valley, NY 10977 USA  
**Tel:** (866) 915-6449  
**Fax:** (844) 405-6449  
[www.trafficlogix.com](http://www.trafficlogix.com)

Quote Number QUO-51476-P8S8T2  
 Created Date 12/17/2025  
 Expiration Date 12/25/2025  
 Prepared by Nino Martinez

## QUOTATION

**Contact: Jamonza Clark**  
 Phone: 7863257985  
 Email: mark.march@citynmb.com

**City of North Miami Beach (FL)**  
 1965 NE 151st Street  
 North Miami Beach, FL 33162  
 US

**Shipping Address:**  
 1965 NE 151st Street  
 North Miami Beach, Florida 33162  
 United States

### Standard Features (Included)

- Prices Shown include - Required Adhesive, Bolts and Anchors (Specified as 7")
- Color and Markings as Indicated

### Special Notes

- **Low Rider Speed Humps (30) 3.5'L X 21'W X 3"H Yellow squares. All hardware included. Pricing through**

- **Sourcewell contract. Traffic Logix I.D. # 042225-LGX. City of North Miami Beach I.D # 20512.**

- Please note, lift gate will be available; however, it's HIGHLY recommended a forklift be present to offload. Freight included into cost of rubber.

### Quote Line Items – All Prices shown are in \$ US Dollar

Product	Product Code	Quantity	Sales Price	Total Price
SDS-Plus Shank Rotary-Hammer Drill Bit 9/16"	23596	6.00000	\$65.00	\$390.00
400mL 1:1 dispenser - Applicator Gun	PU-APGUN	2.00000	\$65.00	\$130.00
Advanced Polyurethane Anchor Adhesive-400ml.	PU140-LV	101.00000	\$0.00	\$0.00
7" Speed Hump Lagbolt Kits	23599TL	2,520.00000	\$0.00	\$0.00
Low Rider - End Cap - Female	PL-23501	30.00000	\$69.00	\$2,070.00
Low Rider - End Cap - Male	PL-23502	30.00000	\$69.00	\$2,070.00
Low Rider middle section with Yellow tape	PL-23500	360.00000	\$84.00	\$30,240.00



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[www.trafficlogix.com](http://www.trafficlogix.com)

Quote Number QUO-51476-P8S8T2  
 Created Date 12/17/2025  
 Expiration Date 12/25/2025  
 Prepared by Nino Martinez

**Totals**

Subtotal: \$34,900.00  
 Freight: **Included**  
 Sales Tax (if applicable): EXEMPT  
**Grand Total: \$34,900.00**

**Terms:** 1% - 10 days – Net 30

**Payment:** MC, VISA, AMEX. Credit card payments over \$10K will include an additional 2% fee.

**Tax: IF TAX EXEMPT,** Please Provide Tax Exempt Certificate with Order

**Freight:** Freight quotation is valid for a period of 21 days after it is issued. Beyond that, freight quotations will require confirmation or adjustment.

**Changes/Returns:** 30% for standard orders and 50% on custom orders.

**Warranty:** Please refer to the Rubber conditional use warranty terms at the end of this quote.

**Delivery Requirements**

Please Indicate the availability of the following as this determines the freight costs:

1. Do You have a Loading Dock? - Yes/No
2. Do you have a Forklift and Pallet Jack to unload? - Yes/No
3. Can access be gained by a 53-foot truck for delivery? - Yes/No
4. Is the delivery address a Construction site? - Yes/No
5. Is the delivery address a Military site? - Yes/No
6. If shipping to Military site, is a U.S. Driver required? - Yes/No

**Quote Acceptance Information**

Signature Jamonza Clark  
 Name Jamonza Clark  
 Title Interim Streets & Stormwater Manager  
 Date 12/19/25

**Thank you for choosing Traffic Logix. Please sign and return to:**

nmartinez@trafficlogix.com  
 Nino Martinez  
 Sales Director, US

Please complete to set up new account: <https://trafficlogix.com/business-application-form/>



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 3 Harriett Lane  
 Spring Valley, NY 10977 USA  
**Tel:** (866) 915-6449  
**Fax:** (844) 405-6449  
[www.trafficlogix.com](http://www.trafficlogix.com)

Quote Number QUO-51917-VOK6J7  
 Created Date 12/17/2025  
 Expiration Date 1/19/2026  
 Prepared by Nino Martinez

## QUOTATION

**Contact: Jamonza Clark**  
 Phone: 7863257985  
 Email: mark.march@citynmb.com

**City of North Miami Beach (FL)**

**Shipping Address:**

1965 NE 151st Street  
 North Miami Beach, FL 33162  
 US

**Standard Features (Included)**

- Prices Shown include - Required Adhesive, Bolts and Anchors (Specified as 7")
- Color and Markings as Indicated

**Special Notes**

- **Speed Humps (30) 7'L X 18'W X 3"H White MUTCD arrows two way markings. All hardware included.**
- Pricing through Sourcewell contract. Traffic Logix I.D. # 042225-LGX. City of North Miami Beach I.D # 20512.**
- Please note, lift gate will be available; however, it's HIGHLY recommended a forklift be present to offload

**Quote Line Items – All Prices shown are in \$ US Dollar**

Product	Product Code	Quantity	Sales Price	Total Price
SDS-Plus Shank Rotary-Hammer Drill Bit 9/16"	23596	9.00000	\$65.00	\$585.00
400mL 1:1 dispenser - Applicator Gun	PU-APGUN	2.00000	\$65.00	\$130.00
Advanced Polyurethane Anchor Adhesive-400ml.	PU140-LV	174.00000	\$0.00	\$0.00
7" Speed Hump Lagbolt Kits	23599TL	4,320.00000	\$0.00	\$0.00
7Lx18Wx3" speed hump with MUTCD arrows (two way)	SH7183MA	30.00000	\$2,369.00	\$71,070.00

**Totals**

Subtotal:           \$71,785.00



**Traffic Logix Corporation**  
 3 Harriett Lane  
 Spring Valley, NY 10977 USA  
**Tel:** (866) 915-6449  
**Fax:** (844) 405-6449  
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Quote Number QUO-51917-VOK6J7  
 Created Date 12/17/2025  
 Expiration Date 1/19/2026  
 Prepared by Nino Martinez

Freight:	<b>Included</b>
Sales Tax (if applicable):	EXEMPT
<b>Grand Total:</b>	<b>\$71,785.00</b>

**Terms:** 1% - 10 days – Net 30

**Payment:** MC, VISA, AMEX. Credit card payments over \$10K will include an additional 2% fee.

**Tax: IF TAX EXEMPT,** Please Provide Tax Exempt Certificate with Order

**Freight:** Freight quotation is valid for a period of 21 days after it is issued. Beyond that, freight quotations will require confirmation or adjustment.

**Changes/Returns:** 30% for standard orders and 50% on custom orders.

**Warranty:** Please refer to the Rubber conditional use warranty terms at the end of this quote.

**Delivery Requirements**

Please Indicate the availability of the following as this determines the freight costs:

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6. If shipping to Military site, is a U.S. Driver required? - Yes/No

**Quote Acceptance Information**

Signature Jamonza Clark  
 Name Jamonza Clark  
 Title Interim Streets & Stormwater Manager  
 Date 12/19/25

**Thank you for choosing Traffic Logix. Please sign and return to:**

[nmartinez@trafficlogix.com](mailto:nmartinez@trafficlogix.com)  
 Nino Martinez  
 Sales Director, US

Please complete to set up new account: <https://trafficlogix.com/business-application-form/>



**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**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Tarik Rahmani, Interim Deputy City Manager and Chief Financial Officer
<b>VIA:</b>	Andrew Plotkin, Interim City Manager
<b>DATE:</b>	January 20, 2026

---

Resolution No. R2026-06 Approving a Budget Amendment to Appropriate Certain Developer Public  
**RE:** Benefit Funds for Youth Sports and Arts in Public Spaces Program (Tarik Rahmani, Interim Deputy  
City Manager and Chief Financial Officer)

---

**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY**

**IMPACT:**

---

**ATTACHMENTS:**

**Description**

- Resolution
- Memo
- Exhibit A
- Exhibit 1

**RESOLUTION NO. R2026-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 OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2026, ANNUAL BUDGET TO APPROPRIATE CERTAIN DEVELOPER PUBLIC BENEFIT FUNDS FOR YOUTH SPORTS AND ARTS IN PUBLIC SPACES PROGRAMS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of North Miami Beach (“City”) adopted Resolution No. R2025-146 on September 29, 2025, establishing revenues and appropriations for the City for the Fiscal Year commencing October 1, 2025, and ending September 30, 2026 (“FY 2025-2026”); and

**WHEREAS**, the City has received developer public benefit payments pursuant to development agreements and proffers approved by the City Commission, which payments were deposited into the General Fund and are currently reflected as available fund balance; and

**WHEREAS**, based on staff’s review of executed development agreements and supporting documentation, a portion of the funds collected to date are attributable to Youth Sports purposes, and a portion are attributable to Arts in Public Spaces purposes; and

**WHEREAS**, staff has completed a reconciliation of the amounts collected and the intended purposes reflected in the development agreements, and has identified \$210,000 attributable to Youth Sports, and \$100,000 attributable to Arts in Public Spaces that may be appropriated at this time without affecting funds designated for other community benefit purposes; and

**WHEREAS**, additional developer public benefit payments remain outstanding and will be invoiced, monitored, and reported to the City Commission as collected; and

**WHEREAS**, the Mayor and City Commission desire to formally appropriate the verified and unrestricted portions of these funds to establish and support the Youth Sports Program and the Arts in Public Spaces Program, while preserving remaining funds for their designated purposes; and

**WHEREAS**, the Mayor and City Commission find that approving this budget amendment is in the best interest of the City and consistent with the original intent of the development agreements.

**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.

**Section 2. Budget Amendment Approved**

The City Commission hereby approves a budget amendment to the FY 2025-2026 General Fund to appropriate developer public benefit funds as follows:

- 1.** Increase General Fund revenues and expenditures in the Community Development Department budget by \$70,000 for Arts in Public Spaces; and
- 2.** Increase revenues and expenditure in the Parks and recreation Department by \$70,000 For Youth Sports.

**RESOLUTION NO. R2026-xx**

**General Fund Accounting Details:**

- Revenue Account: 030-300100-Reserves (Prior Year Carryover)
- Expenditure Account: xxxxx-xxxxxx- (Community Development)

**General Fund Accounting Details:**

- Revenue Account: 030-300100-Reserves (Prior Year Carryover)
- Expenditure Account: xxxxx-xxxxxx- (Parks Department)

**Section 3.** The City Manager is authorized to implement this Resolution and to ensure that expenditures are consistent with the applicable development agreements. As additional developer public benefit funds are collected, staff shall continue to monitor compliance and return to the City Commission with recommended allocations consistent with the designated purposes of those funds.

**Section 4.** The Resolution shall become effective immediately upon arrival.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled this **20<sup>th</sup>** day of January **2026**.

ATTEST:

---

ANDRISE BERNARD, CMC  
CITY CLERK  
(CITY SEAL)

---

MICHAEL JOSEPH  
MAYOR

APPROVED AS-TO FORM, LANGUAGE AND  
FOR EXECUTION

---

GREENSPOON MARDER  
CITY ATTORNEY

Sponsored by: Mayor & City Commission



## ***City of North Miami Beach, Florida***

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**Date:** January 20, 2026

**To:** Mayor and City Commission

**Via:** Andrew Plotkin, Interim City Manager

**From:** Tarik Rahmani, CFO & Interim Deputy City Manager

**Subject:** Developer Public-Benefit Funds: Youth Sports Program and Arts in Public Spaces

---

### **Purpose**

This report summarizes (1) developer public-benefit contributions already collected by the City, (2) additional proffer payments that are still pending under existing development approvals, and (3) the recommended approach to track and allocate these funds to two community programs: Youth Sports and Arts in Public Spaces.

### **Background**

On October 23, 2025, Vice Mayor Jean requested a report identifying developers that have made voluntary proffers or other public-benefit commitments for youth or recreation initiatives, and asked for next steps to support a free youth soccer program.

In response, Community Development provided a proffer list, and Finance performed a reconciliation of deposits recorded in the City's Public Benefits Program account (Account 229705). The goal was to tie each proffer to (a) the underlying agreement or approval, and (b) the related deposit history in Munis. Based on the Community Development proffer list (Exhibit A), staff can tie 3 projects to deposits marked as paid, totaling \$140,000. For transparency and control, staff is treating the project-tied amount shown in Table 1 as the verified baseline and will complete the remaining reconciliation before making any additional allocations.

**Table 1 – Collected developer deposits with project-level support (Exhibit A)**

Project	Amount	Payment Due Date	Comment
Canal Park Office 2	\$15,000	Proffer payment received on 2/01/2022	Community Benefits Donation \$15k
Nomi Riverwalk South (Soleste on The Bay)	\$100,000	Proffer payment received on 3/14/2024	Community Benefits Donation \$100k
Citadel Adult Care Facility	\$25,000	Proffer payment received on 9/2/2025	Community Benefits Donation \$25k towards Public Arts Program and Programming of the City's Library Systems

### Pending Proffers and Expected Future Collections

Community Development's tracking file (Exhibit B) identifies additional proffer commitments totaling \$395,000 that remain pending. Most of these payments are due at a specific trigger (for example, building permit submittal, a later installment, or a post-closing deadline).

**Table 2 – Pending proffers by project (Exhibit B)**

Project	Amount	What is Due / Trigger	Status	Notes
Palm Aire	\$50,000	#1 \$25k (paid 7/16/2025); #2 \$25k at later trigger	Pending	Second installment outstanding.
Elevate 163 NMB Mixed-Use	\$40,000	#1 \$20k paid 12/12/2024; #2 \$20k at Master Building Permit submittal	Pending	Awaiting master BP submittal payment.
17400 Mixed-Use Development	\$50,000	At time of Building Permit submittal	Pending	Categories listed (youth sports, library, econ dev, affordable housing, centennial).
May NMB LLC	\$100,000	\$50k within 60 days after closing; \$50k at Building Permit	Pending	Nothing posted yet to Public Benefits account.
BH-164	\$40,000	\$20k due 90 days after approval	Pending (Finance check requested)	No building permit submitted; staff

		(7/27/2023); \$20k at permitting		to confirm whether \$20k was received elsewhere.
The Helios	\$15,000	At time of Building Permit submittal	Pending	
New Northtown Center	\$100,000	At time of Building Permit submittal	Pending	

### **Preliminary Program Allocation Framework (Based on Existing Proffer Agreements)**

Based on a review of the development agreements and the purposes explicitly listed in each proffer, staff prepared a preliminary allocation framework to ensure funds are directed to their intended uses and that no eligible program area is displaced. Several agreements reference multiple community benefit purposes (such as youth sports, arts, library, and other civic uses) without assigning specific dollar amounts. In those cases, staff applied a reasonable proportional allocation to reflect the stated intent of each agreement.

This framework is intended to guide initial program setup only. As additional proffer payments are collected and verified, staff will return to the Commission with proposed adjustments consistent with each agreement's allowed uses.

**Table (3) – Estimated Allocation – Youth Sports**

<b>Source</b>	<b>Amount</b>
Palm Aire	\$50,000
New Northtown Center	\$100,000
BH-164 (estimated)	\$40,000
17400 Mixed-Use (40% share)	\$20,000
<b>Estimated Youth Sports Total</b>	<b>\$210,000</b>

**Table (4) – Estimated Allocation – Arts in Public Space**

<b>Source</b>	<b>Amount</b>
The Helios	\$15,000
Elevate 163 NMB	\$40,000
17400 Mixed-Use (30% share)	\$15,000
May NMB LLC (30% share)	\$30,000
<b>Estimated Arts in Public Spaces Total</b>	<b>\$100,000</b>

**Table (5) – Estimated Allocation – Library & Other Civic Programs**

<b>Source</b>	<b>Amount</b>
17400 Mixed-Use (30% share)	\$15,000
May NMB LLC (remaining balance)	\$70,000
<b>Estimated Library / Civic Total</b>	<b>\$85,000</b>

## **Initial Funding Approach**

To establish both the Youth Sports Program and the Arts in Public Spaces Program while additional proffer payments remain outstanding, staff recommends an initial interim allocation of \$70,000 to each program. This represents a balanced use of available funds and allows both programs to begin implementation.

Finance is also coordinating with the Library Director to confirm program needs and eligible uses tied to the library-related proffers. Once that information is finalized and additional funds are collected, staff will return to the Commission with a recommended allocation for the library component consistent with the underlying agreements.

As remaining proffers are collected, staff will continue to invoice, monitor compliance, and return to the Commission with recommended allocations aligned with the original development agreements and this allocation framework.

## **Program structure and use of funds**

To ensure clean tracking and clear reporting back to the Commission, staff will set up two internal program categories (project codes) under the Public Benefits Program for: (1) Youth Sports Program and (2) Arts in Public Spaces.

Upon Commission direction, staff will allocate the verified collected amount (\$140,000) equally between the two program categories, and will return to the Commission with additional allocation actions as new proffer payments are received and verified.

## **Arts in Public Spaces context**

On September 25, 2025, the City Commission considered the second reading of the Public Arts Ordinance (File No. 24-04). That ordinance establishes the City's framework for public arts and sets the stage for the next step: development and adoption of a Public Art Master Plan.

Staff has been coordinating with Florida International University (FIU) on a potential partnership to support the Public Art Master Plan work and related community research. This report focuses on funding tracking and does not request action on the FIU partnership at this time.

## **Recommended actions**

Staff recommends that the City Commission:

1. Receive this report and the attached exhibits.
2. Provide policy direction that developer public-benefit funds tracked in the Public Benefits Program will be allocated to two program areas: Youth Sports and Arts in Public Spaces.
3. Direct staff to establish two internal program categories (project codes) for ongoing tracking and reporting.
4. Direct staff to allocate the verified collected amount equally between the two program categories, subject to final reconciliation of deposits and standard legal/procurement review for expenditures.
5. Direct staff to continue invoicing, monitoring, and collecting pending proffers, and return to the Commission with future allocation actions as additional funds are received.

**Exhibits**

Exhibit A – Proffer List (with paid and pending status) (Excel)

Exhibit B – Community Development list of remaining unpaid/pending proffers (Excel)

<b>Project</b>	<b>Proffer Amount</b>
Palm Aire	\$50,000
Elevate 163 NMB Mixed-Use	\$40,000
17400 Mixed-Use Development	\$50,000
May NMB LLC	\$100,000
BH-164	\$40,000
The Helios	\$15,000
New Northtown Center	\$100,000
<b>Total</b>	<b>\$395,000</b>

**What's Due / Trigger**

#1 \$25k (paid 7/16/2025); #2 \$25k at later trigger
#1 \$20k paid 12/12/2024; #2 \$20k at Master Building Permit submittal
At time of Building Permit submittal
\$50k within 60 days after closing; \$50k at Building Permit
\$20k due 90 days after approval (7/27/2023); \$20k at permitting
At time of Building Permit submittal
At time of Building Permit submittal

Status
Pending
Pending
Pending
Pending
Pending (Finance check requested)
Pending
Pending

<b>Notes</b>
Second installment outstanding.
Awaiting master BP submittal payment.
Categories listed (youth sports, library, econ dev, affordable housing, centennial).
Nothing posted yet to Public Benefits account.
No building permit submitted; staff to confirm whether \$20k was received elsewhere.



**City of North Miami Beach, Florida**

Community Development Department

Project Name	Approval Status	Proffers	Payment Due Date	Payment Status	CRA Conditions (if applicable)	Building Permit Submittal	Owner/Agent	Contact Number	Comment
Canal Park Office 2	Approved	\$15,000	Proffer payment received on 2/01/2022	PAID	None	Submitted	Canal Park Office 2, LLC	305-792-0015	Community Benefits Donation \$15k
Nomi Riverwalk South (Soleste on The Bay)	Approved	\$100,000	Proffer payment received on 3/14/2024	PAID	None	Submitted 08/30/2023	Ethan B. Wasserman, Esq.	305-579-0784	Community Benefits Donation \$100k
Citadel Adult Care Facility	Approved	\$25,000	Proffer payment received on 9/2/2025	PAID	None	Submitted 12/28/2023	D.E.T. Strategic Consultants, LLC	954-309-5945	Community Benefits Donation \$25k towards Public Arts Program and Programming of the City's Library Systems
Palm Aire	Approved	\$50,000	Proffer payment #1 - \$25,000 paid on 7/16/2025. Proffer payment #2 - pending.	PENDING	None	Submitted 1/15/2024	PPG Ark Equishares Owner, LLC	305-747-6408	
Elevate 163 NMB Mixed-Use Development	Approved	\$40,000 \$40k for community benefits including youth sports, the public library, economic development programs, and affordable housing initiatives. The applicant shall donate in two (2) installments where: •the first payment of \$20,000 shall be made to the City within 90 days after site plan approval.	Proffer #1 - Paid 12/12/2024 Proffer #2 - \$20,000 shall be made due at time of master building permit submittal.	PENDING	None	Submitted 11/25/2024	Elevate 163 NMB, LLC	786-320-4005	



**City of North Miami Beach, Florida**

Community Development Department

Project Name	Approval Status	Proffers	Payment Due Date	Payment Status	CRA Conditions (if applicable)	Building Permit Submittal	Owner/Agent	Contact Number	Comment
17400 Mixed-Use Development	Approved	\$50,000 for community benefits towards youth sports, public library, economic development programs, affordable housing initiatives, and the City's Centennial Anniversary	At time of Building Permit Submittal	<b>PENDING</b>	<p>To obtain CRA benefits, the Applicant shall satisfy the requirements of Code Section 24-58.3(O)(1) for Public Infrastructure and Streetscape, for improvement to and maintenance of the public infrastructure and streets in the MU/NC zoning district, prior to the time of issuance of the Master Building Permit, as determined by the City Manager or designee.</p> <p>Public Open Space Assessment and Fund To obtain CRA benefits, compliance with Chapter 24, Article XVII Park Impact Fee shall satisfy the requirements of Code Section 24-58.3(O)(2) Public Open Space Assessment and Fund.</p> <p>Public Art Assessment and Fund To obtain CRA benefits, the Applicant shall provide artwork on the site of the Project, of a quality and design acceptable to the City Manager or designee, to satisfy the requirements of Code Section 24-58.3(O)(3) Public Art Assessment and Fund.</p>	<b>PENDING</b>	Matthew Amster, Esq.	305-377-6236	<p><b>Community Benefits Donation</b> The Applicant voluntarily agrees to donate to the City a total of \$50,000 in two (2) installments for community benefits for the City to use towards the following:</p> <ul style="list-style-type: none"> <li>• Youth sports</li> <li>• The public library</li> <li>• Economic development programs</li> <li>• Affordable housing initiatives and</li> <li>• The City's Centennial Anniversary</li> </ul>
May NMB LLC	Approved	\$100,000 for community benefits towards youth sports, public library, and economic development programs	Two installment payments, with the first payment of \$50,000 being made to the City within sixty (60) days after the Applicant closes on the Property, and the final payment of \$50,000 being made to the City at time of issuance of Building permit application	<b>PENDING</b>	None	<b>PENDING</b>	Matthew Amster, Esq.	305-377-6236	
BH-164	Approved	\$40,000	<ul style="list-style-type: none"> <li>• \$20k - 90 days after approval (July 27, 2023)</li> <li>• \$20k at time of permitting (No Building permit submitted)</li> </ul>	<b>PENDING; BUT REQUESTED FINANCE CHECK</b>	<ul style="list-style-type: none"> <li>• To obtain CRA benefits, the Applicant shall satisfy the requirements of Code Section 24-58.1(O)(1) for Public Infrastructure and Streetscape, prior to the time of issuance of the Master Building Permit.</li> <li>• To obtain CRA benefits, the Applicant shall satisfy the requirements of Code Section 24-58.1(O)(2) for Public Open Space, prior to the time of issuance of the Master Building Permit.</li> <li>• To obtain CRA benefits, the Applicant shall satisfy the requirements of Code Section 24-58.1(O)(3) for Public Art, prior to the time of issuance of the Master Building Permit.</li> </ul>	<b>PENDING</b>	Matthew Amster, Esq.	305-377-6236	Staff will coordinate with the Building Department on permit review status. Staff will also follow-up if the 25k Proffer payment was delivered by the applicant.



**City of North Miami Beach, Florida**

Community Development Department

Project Name	Approval Status	Proffers	Payment Due Date	Payment Status	CRA Conditions (if applicable)	Building Permit Submittal	Owner/Agent	Contact Number	Comment
The Helios	Approved	\$15,000		<b>PENDING</b>	<p>•All new development, or renovation or remodeling of existing buildings within the MU/TC, where total vertical construction costs of the development, renovation or remodeling is equal to or greater than five hundred thousand (\$500,000.00) dollars shall pay a public infrastructure and streetscape assessment per dwelling unit or square foot to receive any allowable tax incentive, which may be available from the North Miami Beach Community Redevelopment Agency, if any. Such public infrastructure and streetscape assessment shall be paid prior to issuance of a building permit for the development, renovation, or remodeling. All public infrastructure and streetscape assessments shall be deposited into the public infrastructure and streetscape fund.</p>	<b>PENDING</b>	Ethan B. Wasserman, Esq.	305-579-0784	



**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**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Tarik Rahmani, Interim Deputy City Manager
<b>VIA:</b>	Andrew Plotkin, Interim City Manager
<b>DATE:</b>	January 20, 2026

---

**RE:** Resolution No. R2026-07 Approving a Budget Transfer for Lobbying Services (City Manager's Office)

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**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY**

**IMPACT:**

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**ATTACHMENTS:**

**Description**

- Resolution
- Staff Report
- Resolution - Ramba Services
- Resolution - Budget Transfer Policy
- Staff Report - Approval of Ramba
- Exhibit A

**RESOLUTION NO. R2026-XX**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING A BUDGET TRANSFER WITHIN THE ANNUAL BUDGET FOR FISCAL YEAR OCTOBER 1, 2025, TO SEPTEMBER 30, 2026, IN THE AMOUNT OF \$240,000 FROM THE CITY MANAGER CONTINGENCY ACCOUNT TO THE CITY MANAGER PROFESSIONAL SERVICES ACCOUNT TO PROVIDE FUNDING FOR LOBBYING SERVICES FROM RAMBA CONSULTING GROUP, LLC, IN THE AMOUNT NOT TO EXCEED \$ 240,000; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of North Miami Beach ("City") adopted Resolution No. R2025-141 on November 17, 2025, establishing a comprehensive Policy governing internal budget transfers, continuing appropriations, reporting requirements, financial transparency, and setting formal approval thresholds for the City; and

**WHEREAS**, from time to time, in the ordinary course of the City's operations, situations arise requiring amendments or modifications of the City's annual adopted budget; and

**WHEREAS**, the City's Chief Financial Officer has met with the City Manager and Department heads to identify modifications or amendments to the FY 2025-2026 budget; and

**WHEREAS**, the Mayor and City Commission believe it is in the best interests of the City to approve the proposed budget transfer to ensure sufficient budgeted funds are available to cover professional services necessary for the effective operation and representation of the City; and

**WHEREAS**, a purchase order will be issued to Ramba Consulting Group, LLC, under Requisition No. REQ-24-024-SG for lobbying services adopted through resolution 2025-195 on December 16, 2025; and

**WHEREAS**, the City Manager Professional Services account does not currently have sufficient appropriations to fully fund the purchase order; and

**WHEREAS**, the City Manager Contingency account contains available appropriations that may be reallocated for this purpose; and

**WHEREAS**, a budget transfer in the amount of \$240,000 is necessary to provide the appropriate spending authority for these professional services.

**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.

**Section 2.** The City Commission hereby approves a budget transfer in the amount of **\$240,000** from the **City Manager Contingency Account (010200-512995)** to the **City Manager Professional Services Account (010200-512310)**.

**Section 3.** The transferred funds are authorized to be used to cover the purchase order issued to **Ramba Consulting Group, LLC**, under **Requisition No. REQ-24-024-SG** for lobbying services.

**Section 4.** The City Manager and the Finance Department are hereby authorized to take all necessary administrative actions to implement this budget transfer.

**Section 5.** The Resolution shall become effective immediately upon adoption

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled this **20<sup>th</sup>** day of **January 2026**.

ATTEST:

---

ANDRISE BERNARD, CMC  
CITY CLERK  
(CITY SEAL)

---

MICHAEL JOSEPH  
MAYOR

APPROVED AS-TO FORM, LANGUAGE AND  
FOR EXECUTION

---

GREENSPOON MARDER  
CITY ATTORNEY

Sponsored by: Mayor & City Commission

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



## MEMORANDUM

---

TO: Honorable Mayor and City Commission  
FROM: Sheron Stewart, Budget Administrator  
CC: Andrew Plotkin, Interim City Manager  
DATE: Tuesday, January 20, 2026  
SUBJECT: Budget Transfer – City Manager Contingency to Professional Services (Lobbying Services)

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### EXECUTIVE SUMMARY:

On November 17, 2025, the Mayor and City Commission adopted Resolution No. R2025-141, establishing a comprehensive policy governing internal budget transfers, continuing appropriations, reporting requirements, financial transparency, and approval thresholds for the City of North Miami Beach. This policy allows for budgetary reallocations when necessary to support approved operational and contractual needs within the adopted fiscal year budget.

In addition, pursuant to Resolution No. R2024-89, the Mayor and City Commission approved a pre-qualified pool of experienced lobbying firms under RFQ-24-024-SG, Lobbying Services, for a three-year term with two one-year renewal options.

### DISCUSSION:

On December 16, 2025, the Mayor and City Commission adopted a procurement resolution approving a Task Order with **Ramba Consulting Group, LLC** for legislative and executive branch lobbying services in a monthly amount of \$20,000, not to exceed an annual amount of \$240,000 for Fiscal Year 2026. The procurement resolution authorizes the City Manager or designee to execute the Task Order and issue the associated purchase orders, subject to budget appropriation and availability of funds.

While the procurement resolution provides the contractual authority to engage Ramba Consulting Group, LLC, it does not, by itself, provide sufficient budgetary appropriation within the City Manager Professional Services account to fully fund the approved Task Order. The City Manager

Professional Services account currently lacks the necessary spending authority to cover the full annual amount.

The City Manager Contingency account contains available appropriations that may be reallocated for this purpose without impacting other approved programs or operations. The City Manager recommends a budget transfer in the amount of \$240,000 to provide the required spending authority and ensure the approved Task Order can be properly funded and administered.

Approval of this budget transfer will formally align the procurement authorization with the budgetary authorization, allowing the City to proceed with the issuance of the purchase order under Requisition No. REQ-24-024-SG in compliance with City policy and financial controls.

The proposed budget transfer is directly related to, and intended to implement, the procurement action approved by the Mayor and City Commission through a separate resolution authorizing a Task Order with Ramba Consulting Group, LLC under RFQ-24-024-SG for legislative and executive branch lobbying services in a monthly amount of \$20,000, not to exceed \$240,000 for Fiscal Year 2026. While the procurement resolution provides contractual authority to execute the Task Order, approval of this budget transfer resolution is required to establish the corresponding budget appropriation and spending authority necessary to fund the approved services.

## **FISCAL IMPACT**

The proposed budget transfer is **budget-neutral** and does not increase the City's total adopted FY 2025–2026 budget.

- **Transfer From:** City Manager Contingency Account (010200-512995)
- **Transfer To:** City Manager Professional Services Account (010200-512310)
- **Amount:** \$240,000

The transferred funds will be used solely to fund the Task Order and purchase order issued to Ramba Consulting Group, LLC for lobbying services approved by the City Commission.

## **RECOMMENDATION**

Approve Resolution No. R2026-XX authorizing a budget transfer in the amount of \$240,000 from the City Manager Contingency account to the City Manager Professional Services account to provide the necessary budget appropriation to fund the Commission-approved Task Order with Ramba Consulting Group, LLC for lobbying services for Fiscal Year 2026.

**RESOLUTION NO. R2025-195**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING TASK ORDER FOR LEGISLATIVE AND EXECUTIVE BRANCH LOBBYING SERVICES IN A MONTHLY AMOUNT OF \$20,000, WITH RAMBA CONSULTING GROUP, LLC UNDER THE “RFQ-24-024-SG LOBBYING 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**, pursuant to R2024-89 the Mayor & City Commission approved a pre-qualification list of experienced lobbyist firms and subsequent pre-qualified firms via RFQ-24-024-SG Lobbying Services for a three (3) year term and two (2) one-year renewal terms; and

**WHEREAS**, the City requires professional lobbying services to help promote the City’s legislative priorities and achieve the City’s goals, which is in line with the City’s Strategic Plan’s goal of providing a financially sound government; and

**WHEREAS**, on behalf of the City, Ramba Consulting Group, LLC (“Ramba”) will participate in all significant events and engage in discussions concerning matters related, but not limited to, municipal water infrastructure & comprehensive plan legislation with essential decision-makers; 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 Task Order with Ramba in a monthly budgeted amount of \$20,000 for lobbying services for fiscal year 2026; 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 Task Order with Ramba Consulting Group, LLC in a monthly budgeted amount of \$20,000 for lobbying services for fiscal year 2026.

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

**Section 1.** The foregoing clauses are true and correct and adopted as the legislative and

administrative findings of the City Commission and made a specific part of this Resolution; all exhibits attached hereto are made a specific part of this Resolution.

**Section 2.** The Task Order with Ramba Consulting Group, LLC for monthly lobbying services for \$20,000, and not to exceed in an annual budgeted amount of \$240,000 for fiscal year 2026, in substantially the form attached as Exhibit “A,” is approved and the City Manager or designee is authorized to issue purchase orders and execute the Task 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.

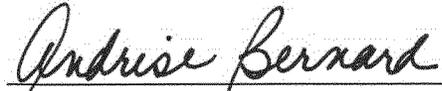
**Section 6.** If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given affect without the invalid provision or application, and to this end the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

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

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

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled on this **16<sup>th</sup> day of December 2025**.

ATTEST:

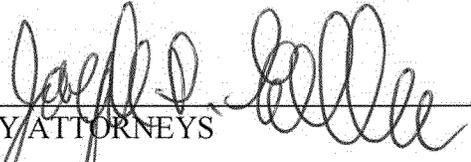
  
\_\_\_\_\_  
ANDRISE BERNARD, MMC  
CITY CLERK

  
\_\_\_\_\_  
MICHAEL JOSEPH  
MAYOR

(CITY SEAL)

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

GREENSPOON MARDER, LLP.

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

Sponsored by: Mayor & Commission

**RESOLUTION NO. R2025-XX**

**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.**

**WHEREAS**, the City of North Miami Beach (“City”) is committed to fiscal transparency, structural balance, and the responsible use of public funds;

**WHEREAS**, the City recognizes the need to adopt a formal, comprehensive internal budget control policy to govern the reallocation of appropriations during the fiscal year, clarify internal roles, and improve financial oversight;

**WHEREAS**, Section 166.241, Florida Statutes, authorizes municipalities to amend their adopted budgets by ordinance or resolution and permits the delegation of limited authority to the City Manager to initiate administrative budget amendments when such delegation is provided by local policy;

**WHEREAS**, in the absence of a formal policy, the City lacks consistent internal guidance on budget transfer thresholds, departmental authority, City Manager discretion, and continuing appropriation practices;

**WHEREAS**, this resolution addresses the need to adopt a formal administrative policy framework that ensures clear approval thresholds for budget changes, timely and public reporting of administrative transfers, structured oversight of interdepartmental and interfund budget movements, and a consistent process for carrying forward project and funds in accordance with State law and best practices recommended by the Government Finance Officers Association (GFOA);

**WHEREAS**, this policy also aligns with recommendations from the Government Finance Officers Association (GFOA) and the National Advisory Council on State and Local Budgeting (NACSLB), both of which advocate for strong financial controls, regular Commission oversight, documentation of budget amendments, and public accountability;

**WHEREAS**, this resolution supports the City’s long-term goals of financial sustainability, budget transparency, and operational efficiency, and it will guide financial decisions in alignment with the City's Strategic Plan and Five-Year Forecast; and

**WHEREAS**, any prior resolution or internal policy inconsistent with this resolution is hereby repealed to the extent of such inconsistency.

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

**Section 1.** The aforementioned recitals are true and correct.

**Section 2.** The Comprehensive Policy Governing Internal Budget Transfers, Continuing Appropriations, Reporting Requirements, and Financial Transparency, attached hereto as Exhibit "A," is hereby approved.

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

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

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

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

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

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled this **17<sup>th</sup> day of June 2025**.

ATTEST:

---

ANDRISE BERNARD, MMC  
CITY CLERK

---

MICHAEL JOSEPH  
MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE

**RESOLUTION NO. R2025**

AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

GREENSPOON MARDER, LLP.

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

Sponsored by: Mayor & Commission

## EXHIBIT A

### SECTION 1. PURPOSE.

To establish clear and consistent rules for internal budget transfers and continuing appropriations that strengthen oversight, improve reporting, and comply with Florida Statutes and best practices in municipal budgeting. This policy supports timely financial decisions, prevents unauthorized expenditures, and ensures efficient use of appropriations across fiscal years.

### SECTION 2. DEFINITIONS.

- **Intradepartmental Transfer:** Moving funds between accounts within the same department and fund.
- **Interdepartmental Transfer:** Moving funds between departments within the same fund.
- **Interfund Transfer:** Moving appropriations between separate funds.
- **Continuing Appropriation:** Carrying forward budgeted funds for grants, capital projects, or legally obligated encumbrances.
- **Encumbrance:** A commitment of funds for a specific purpose, documented by purchase orders or contracts.
- **Structural Balance:** A condition where recurring revenues equal or exceed recurring expenditures.

### SECTION 3. BUDGET TRANSFER APPROVAL AUTHORITY.

#### **A. Intradepartmental Transfers (Same Department, Same Fund)**

- **\$0–\$25,000:** May be approved by the Department Director, with Finance Department review.
- **\$25,001–\$100,000:** Requires City Manager approval.
- **Above \$100,000:** Requires City Commission approval by resolution.

#### **B. Interdepartmental Transfers (Different Departments, Same Fund)**

- **\$0–\$25,000:** May be approved by the Department Director, with Finance Department review.
- **\$25,001–\$100,000:** Requires City Manager approval.
- **Above \$100,000:** Requires City Commission approval by resolution.

#### **C. Interfund Transfers (Different Funds)**

- Require City Commission approval, unless previously authorized in the adopted budget.
- Funds include but not limited to:
  - General Fund
  - Liability Self Insurance Fund
  - Water Operational Fund

- Building Permit Fund
- Sewer Operational Fund
- Transit Surtax Fund
- Governmental Impact Fund
- Workers Compensation Self Fund
- Community Redevelopment Fund
- General Capital Project Fund
- Information Technology Fund
- Utility Customer Service Funds

**D. Personnel-Related Transfers (Any Fund)**

- Transfers involving salaries, benefits, or staffing funds and budget appropriations require City Commission approval, regardless of amount.

**SECTION 4. CONTINUING APPROPRIATIONS.**

To ensure that committed, legally obligated, or strategically important funds remain available beyond a single fiscal year, the following continuing appropriation rules shall apply:

**A. Capital Project Appropriations**

- Appropriations for active **capital improvement projects (CIP) shall automatically carry forward** until project completion or closeout.
- The Finance Department will validate the remaining balances annually to ensure they are aligned with the original scope and funding source.
- Projects with no activity for two consecutive fiscal years may be subject to review and potential re-appropriation or closeout by the City Commission, except where restricted by law or external grant/loan requirements.

**B. Grant Fund Appropriations**

- Unspent grant funds shall carry forward in full if:
  - The grant agreement remains active;
  - The unspent balance is tied to eligible project activities; and
  - The Finance Department has verified the availability of the grant award balance and remaining performance period.

**C. Encumbered Operating Funds (All Funds, Including General Fund)**

- Open encumbrances (e.g., purchase orders or signed contracts) may carry forward into the next fiscal year if:

- The encumbrance was legally established before September 30;
  - The related contract remains valid and unfulfilled; and
  - The rollover is necessary due to timing delays in delivery, construction, or service completion.
- City Commission approval is required to include encumbered appropriations in the following year's adopted budget as continuing appropriations.
  - Departments must submit rollover requests to the Chief Financial Officer no later than October 15, with supporting documentation:
    - PO or contract reference,
    - Explanation of the timing delay,
    - Confirmation that the obligation remains active.
  - The Chief Financial Officer shall review and prepare a year-end Continuing Appropriation resolution for City Commission consideration.

#### **D. Unencumbered Operating Appropriation**

- Operating budget funds that are not encumbered or contractually obligated by September 30 shall lapse at year-end.
- These funds will return to fund balance unless re-appropriated by Commission action in the year-end Continuing Appropriation resolution.

#### **E. Sponsorship and Contingency-Based Accounts**

In addition to capital, grant, and encumbrance-related appropriations, the City may receive designated contributions from external entities or individuals for specific purposes, such as events, memorials, or civic projects. These are often recorded in sponsorship, donation, or contingency-related accounts.

At fiscal year-end, unspent balances in these accounts may be eligible for carryforward under the following conditions:

- The funds are clearly designated for a specific events, programs, or projects.
- The Finance Department confirms the availability of funds and supporting documentation.
- The carryforward is submitted as part of the year-end continuing appropriation resolution for Commission review and approval.

All unencumbered operating balances, including contingency allocations, sponsorship accounts, or earmarked donations that meet these criteria may be presented to the Commission for re-appropriation. The Finance Department shall review budget-to-actual performance and all associated encumbrances before including such balances in the annual continuing appropriations package.

## **SECTION 5. REPORTING & DOCUMENTATION.**

- 1) The Chief Financial Officer shall compile and submit a quarterly report to the City Commission summarizing all transfers approved by Directors and the City Manager.
- 2) Reports shall include:
  - Department name
  - Amount
  - Purpose
  - Fund and account numbers
  - Cumulative transfer totals
- 3) Reports will be included in public records and posted with the Commission meeting agenda.

## **SECTION 6. ENFORCEMENT AND INTERNAL CONTROLS.**

- The City Manager and Chief Financial Officer are responsible for enforcing this policy.
- Any unauthorized transfer is a violation of this resolution and may be reversed or subject to Commission review.
- All transfers shall be documented in the City's financial system (e.g., Munis).



## Procurement Management Department

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### Commission Agenda Staff Report

**Date:** December 16, 2025

**Resolution No.:** 2025-XX

**To:** Mayor and City Commission

**From:** Andrew Plotkin, Interim City Manager

**Prepared By:** Shereece George Depusoir, Chief Procurement Officer

**Agenda Title:** **Resolution Approving Task Orders with Ramba Consulting Group, LLC**

---

#### **Background**

The City of North Miami Beach engages professional lobbying services to support the advancement of its legislative priorities and to help achieve strategic goals related to providing a financially sound government.

Pursuant to Resolution R2024-89, the Mayor and City Commission approved a pre-qualification list of experienced lobbying firms through RFQ-24-024-SG – Lobbying Services, establishing a three-year term with the option to renew for two additional one-year periods.

On behalf of the City, Ramba Consulting Group, LLC will participate in all significant events and engage with key decision-makers on matters relating to, but not limited to, municipal water infrastructure and comprehensive plan legislation. These services will ensure the City's interests are effectively represented and advanced at the local, state, and federal levels.

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#### **Recommendation**

The Chief Procurement Officer and The City Manager recommend that the City Commission approve and authorize the City Manager or designee to approve Task Orders with Ramba Consulting Group, Inc. for a monthly budgeted amount not to exceed \$20,000.

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#### **Fiscal Impact**

This action extends the contract term through September 30, 2026, to allow for completion of ongoing projects. No additional funding is requested at this time; all work performed under this contract will be funded through the existing departmental budgets allocated for roadway, drainage, and civil works projects.



## EXHIBIT A

120 South Monroe Street / Tallahassee, Florida 32301  
Direct: 850.727.7087 / Fax: 850.807.2502

August 1, 2025

### **VIA EMAIL**

City of North Miami Beach  
ATTN: Interim Assistant City Manager Marlene Monestime  
17011 NE 19th Avenue  
North Miami Beach, Florida 33162

### **RE: Representation of City of North Miami Beach**

Dear Interim Assistant City Manager:

We appreciate your decision to retain Ramba Consulting Group, LLC ("Firm"), as your State governmental consultants for the purposes of Legislative and Executive branch lobbying and look forward to representing you.

On behalf of the City, we will participate in all significant events and engage in discussions concerning matters related, but not limited to, municipal water infrastructure & comprehensive plan legislation with essential decision-makers, while providing you with updates. The representation will also encompass both proactive and defensive lobbying initiatives, which include arranging meetings with key decision-makers and reporting on the status of all ongoing issues.

Our government affairs consulting services will be provided at a rate of \$20,000.00 per month beginning August 1, 2025. This agreement is limited to state-level governmental consultation and does not include any legal representation. These services will be performed in partnership with Helmich Consulting, Inc.

If you agree to the terms and conditions set for herein, please sign where indicated and return a signed copy of the document to me. If you have any questions, please call me at 850-727-7087.

Sincerely,

RAMBA CONSULTING GROUP, LLC

A handwritten signature in black ink that reads 'David E. Ramba'.

David E. Ramba

CITY OF NORTH MIAMI BEACH

***Pre-qualified lobbyist via R2024-89.  
Task Order #2***

By: A handwritten signature in black ink that reads 'Andrew Plotkin'.

Andrew Plotkin, *Interim City Manager*



**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**

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Mayor Michael Joseph
<b>VIA:</b>	Andrew Plotkin, Interim City Manager
<b>DATE:</b>	January 20, 2026

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**RE:** Resolution No. R2026-08 Support of Medicare for All (Mayor Michael Joseph)

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**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY**

**IMPACT:**

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**ATTACHMENTS:**

Description

▣ Resolution

## **RESOLUTION NO. R2026-XX**

### **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, IN SUPPORT OF MEDICARE FOR ALL; REPEALING ALL RESOLUTIONS IN CONFLICT THEREWITH; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, high quality health care is a human right for every person in the City of North Miami Beach (the “City”); and

**WHEREAS**, the U.S. multi-payer healthcare system, which costs \$3.5 trillion annually, is the most expensive in the world, yet has left nearly 30 million Americans without health insurance and over 40 million underinsured; and

**WHEREAS**, the rising cost of healthcare is straining both the City’s limited municipal budget and the small businesses which are integral to our community's well-being; and

**WHEREAS**, recent national polls show that a majority of Americans support Medicare for All; and

**WHEREAS**, Medicare for All would cost less than our current system. Medicare for All would save around 68,000 lives a year while reducing U.S. health care spending by around 13%, or \$450 billion a year; and

**WHEREAS**, H.R. 3069, the Medicare for All Act of 2025, and subsequent legislation e.g. by the 120th Congress would provide universal single-payer health insurance for every person in the United States for all necessary medical care including prescription drugs; hospital, surgical and outpatient services; primary and preventive care; emergency services; reproductive care; dental and vision care; long-term care; and mental health care, and

**WHEREAS**, Medicare for All would provide coverage without copays, deductibles or other out-of-pocket costs and would slash bureaucracy, protect the doctor-patient relationship, and assure patients an unrestricted choice of doctors; and

**WHEREAS**, adoption of H.R. 3069, the Medicare for All Act of 2025, and all subsequent legislation by the 120th Congress etc, would guarantee that all residents of the City of North Miami Beach will be fully covered for health care, and would provide significant savings in taxpayer dollars which are currently spent on ever-rising premiums that provide inadequate health insurance coverage; and

**WHEREAS**, the quality of life for the residents of the City of North Miami Beach will vastly improve because they would be able to get the ongoing care they need, instead of waiting

until they have a medical emergency that could upend their lives and further burden local resources;

**WHEREAS**, unbundling healthcare from employment and ensuring high-quality healthcare for all would begin to address systemic inequities that have disproportionately impacted the health of the most vulnerable communities including, and not limited to, the unhoused, low-income, Black, Brown, Indigenous, and other People of Color; and

**WHEREAS**, addressing people's long-term health needs would strengthen the workforce across all employment, industries, and sectors; 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 recitals are adopted and hereby incorporated as if fully set forth herein.

**Section 2.** The City of North Miami Beach enthusiastically supports Medicare for All and calls on our federal legislators to work toward enactment of H.R.3069, the Medicare for All Act of 2025, and all subsequent legislation e.g. by the 120th Congress, that will assure appropriate and efficient health care for all residents beyond the pandemic.

**Section 3.** That the North Miami Beach City Commission expresses its enthusiastic support for a state-level single-payer universal healthcare program in Florida, such as the *Healthy Florida Act* legislation that had been introduced (S 740 for the 2026 Legislative Session) - and calls on our state legislators to support this legislation and work toward the immediate enactment of such legislation to guarantee healthcare to all Florida residents.

**Section 4.** If any provision, section, phrase, or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

**Section 5.** This Resolution shall become effective immediately upon its adoption.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled this **20th day of January 2026.**

ATTEST:

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ANDRISE BERNARD, MMC  
CITY CLERK

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MICHAEL JOSEPH  
MAYOR

(CITY SEAL)

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

GREENSPOON MARDER LLP.

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

JOSEPH S. GELLER  
CITY ATTORNEYS



**Legislation  
11.1.**

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

**MEMORANDUM**

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Zafar Ahmed, Community Development Director
<b>VIA:</b>	Andrew Plotkin, Interim City Manager
<b>DATE:</b>	January 20, 2026

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**RE:** Ordinance No. 2025-13 (Second Reading) Regulations for Home Based Businesses (Zafar Ahmed, Community Development Director)

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**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY**

**IMPACT:**

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**ATTACHMENTS:**

**Description**

- Resolution
- Staff Report
- Agenda Item Summary
- Exhibit A
- Exhibit B
- Exhibit A - Ordinance Strikethrough

**ORDINANCE NO. 2025-13**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING CHAPTER XII, ENTITLED LOCAL BUSINESS TAX RECIEPTS AND REGULATIONS, ARTICLE I, SECTION 12-1.20, RENAMED HOME-BASED BUSINESSES; CHAPTER XXIV, ENTITLED ZONING AND LAND DEVELOPMENT, ARTICLE II. DEFINITIONS, SECTION 24-21 RENAMED INTENT AND LANGUAGE, SECTION 24-22 DEFINITIONS; AND ARTICLE V ZONING USE DISTRICTS, SECTION 24-41 RESIDENTIAL SINGLE FAMILY – 1 (RS-1) DISTRICT, SECTION 24-42 RESIDENTIAL SINGLE FAMILY – 2 (RS-2) DISTRICT, SECTION 24-43 RESIDENTIAL SINGLE FAMILY – 3 (RS-3) DISTRICT, SECTION 24-44 RESIDENTIAL SINGLE FAMILY – 4 (RS-4) DISTRICT, SECTION 24-44.1 RESIDENTIAL SINGLE FAMILY – 5 (RS-5) DISTRICT, SECTION 24-44.2 MOBILE HOME (MH) DISTRICT, SECTION 24-45 RESIDENTIAL DUPLEX (RD) DISTRICT, SECTION 24-47 RESIDENTIAL MULTIFAMILY – 19 (RM-19) DISTRICT, SECTION 24-48 RESIDENTIAL MULTIFAMILY – 23 (RM-23) DISTRICT, AND SECTION 24-49 RESIDENTIAL MULTIFAMILY – 32 (RM-32) DISTRICT OF THE CITY’S CODE OF ORDINANCES TO ENSURE CONSISTENCY WITH FLORIDA STATUTE 559.955 HOME-BASED BUSINESSES LOCAL GOVERNMENT RESTRICTIONS; PROVIDING FOR FINDINGS OF FACT; CODIFICATION; CONFLICTS; SCRIVENER’S ERRORS; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Florida Statute 559.995 Home-based businesses; local government restrictions, attached hereto as EXHIBIT A, the City of North Miami Beach (“City”), is required to define and regulate home-based businesses in the manner authorized by the State of Florida; and

**WHEREAS**, the existing City Code of Ordinances does not define and regulate home-based businesses in a manner consistent with Florida Statutes; and

**WHEREAS**, the provisions of this Ordinance shall ensure consistency in definition and regulation of home-based businesses with Florida statutory requirements; and

**WHEREAS**, the City Commission seeks to adopt an ordinance to enable local businesses to grow and thrive in the City (the “Proposed Ordinance”); and

**WHEREAS**, the provisions of the Proposed Ordinance shall apply to all local business tax receipt (BTR) applications for home-based businesses; and

**WHEREAS**, the provisions of the Proposed Ordinance shall apply to all residential zoning use districts; and

**WHEREAS**, the City's Planning and Zoning Board, as the local planning agency, held a duly noticed public hearing on November 10, 2025, and reviewed the Proposed Ordinance for consistency with the City of North Miami Beach's Comprehensive Plan, and recommended approval by a vote of **5 to 0** ; and

**WHEREAS**, the Mayor and City Commission find the Proposed Ordinance to be consistent with the North Miami Beach Comprehensive Plan and in the best interest of the residents, businesses, and visitors of the City.

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

**Section 1.** **Recitals.** 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 the Proposed Ordinance; all exhibits attached hereto are made a specific part of the Proposed Ordinance.

**Section 2.** **Findings of Fact.** The North Miami Beach Code of Ordinances is hereby amended as attached in EXHIBIT A, containing provisions necessary for the implementation of the following City Commission priorities:

1. Enabling local businesses to grow and thrive in the City providing jobs and economic opportunities to our residents.
2. Applying local business tax receipt (BTR) requirements equitably for all home-based businesses.
3. Ensuring clarity in the availability of the home-based business use in all residential zoning classifications.

**Section 3.** **Codification.** It is the intention of the City Commission of the City of North Miami Beach, and it is hereby ordained that the provisions of the Proposed Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The sections of the Proposed Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "ordinance" may be changed to "section," "article" or any other appropriate word.

**Section 4.** **Conflict.** If the provisions of the Proposed Ordinance conflict with any other ordinance, rule or regulation, the provisions of the Proposed Ordinance shall prevail. All ordinances or parts of ordinances in conflict herewith are repealed.

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

**Section 6.** **Severability.** The provisions of the Proposed Ordinance are declared to be severable, and if any section, sentence, clause or phrase of the Proposed 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 the

Proposed Ordinance, but they shall remain in effect, it being the legislative intent that the Proposed Ordinance shall stand notwithstanding the invalidity of any part.

**Section 7.** **Effective Date.** This Ordinance shall become effective immediately upon adoption on second reading.

**APPROVED** on the first reading this 16<sup>th</sup> day of December, 2025.

**APPROVED AND ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

[SIGNATURE PAGE TO FOLLOW]

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: \_\_\_\_\_

<b>COMMISSIONERS</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Mayor Michael Joseph				
Vice Mayor Jay R. Chernoff				
Commissioner Phyllis Smith				
Commissioner Daniela Jean				
Commissioner McKenzie Fleurimond				
Commissioner Fortuna Smukler				
Commissioner Lynn Su				



# ATTACHMENT I

**Community Development Department – Planning and Zoning Division**  
**17050 NE 19<sup>th</sup> Avenue, 1<sup>st</sup> Floor**  
**North Miami Beach, FL 33162**  
**(305) 948-2966**

<b>STAFF REPORT – CITY COMMISSION MEETING</b>		
<b>Meeting Date:</b> 12/16/2025	<b>Case Number:</b> ZA-01-2025	<b>Name:</b> Home-Based Business Zoning Amendment

## REQUEST

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An ordinance of the City of North Miami Beach establishing standards and requirements for Home-Based Business in compliance with Florida Statute 559.955 Home-based businesses. Ordinance amends relevant portions of Chapter XXII Local Business Tax Receipts and Regulations and Chapter XXIV Zoning and Land Development.

## BACKGROUND

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In 2021, the State of Florida adopted legislation defining and clarifying the maximum extent to which local governments could regulate “home-based businesses”. This legislation was codified as Florida Statute 559.955 Home-based businesses, local government restrictions, attached as ATTACHMENT I – EXHIBIT A. The City of North Miami Beach, similar to most other local governments, regulated home-based businesses through local zoning as well as local business tax receipt regulations. These long standing local business tax receipt and zoning use regulations are not consistent with the current statutory requirements of the State of Florida. The proposed ordinance has been drafted to ensure that the City of North Miami Beach is enabling the creation and growth of small local businesses operating from residential dwellings in residential zoning districts in compliance with Florida Statute.

<b>Project Staff Planner:</b> Mitchell S. Austin, AICP, CNU-A Assistant Director Community Development Department	<b>Review Dates:</b> <u>Planning &amp; Zoning Board:</u> 11/10/2025  <u>City Commission Meeting:</u> 12/16/2025 – 1 <sup>st</sup> Reading 01/20/2026 – 2 <sup>nd</sup> Reading	<b>Attachment:</b> I. Staff Report – Including • EXHIBIT A FS 559.955 • EXHIBIT B PZB Meeting Minutes II. DRAFT ORDINANCE – Including Exhibit A III. Presentation
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## STAFF FINDINGS

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Based on analysis of the revised Florida Statute 559.955 Home-based businesses, local government restrictions and current City of North Miami Beach Code of Ordinance provisions regulating occupational use of residence, Community Development Department staff makes the following recommendations:

### Proposed revisions to City of North Miami Beach Code of Ordinances:

*Chapter XII Local Business Tax Receipts, Article I. In General, Section 12-1.20 Occupational Use of Residence*, rename section to Home-Based Business, and revise section requirements to align with the maximum allowable regulation permitted under current Florida Statute.

*Chapter XXIV Zoning and Land Development, Article II. Definitions, Section 24-22 Definitions*, define Home-Based Business referencing both Florida Statute 559.955 and City of North Miami Beach Code of Ordinances Section 12-1.20 Home-Based Business.

*Chapter XXIV Zoning and Land Development, Article V. Zoning Use Districts, Section 24-41 through Section 24-4*, (all residential zoning districts) specifically list Home-Based Business as a use permitted (by right).

### Other proposed revisions to City of North Miami Beach Code of Ordinances to ensure internal document consistency:

*Chapter XXIV Zoning and Land Development, Article II. Definitions, Section 24-21 Language:*

- renaming the section “Intent and Language”
- adding an intent paragraph; clarifying intent of words “structure” and “building”
- adding language to more clearly defining “person”
- adding language regarding interchangeability of “lot”, “plot”, “parcel”, “folio”, or “tract”
- Adding language to clarify the intent of various terms including “City Commission”, “Planning and Zoning Board”, “Director”, “District Map”, and “Community Development Department”.

*Chapter XXIV Zoning and Land Development, Article II. Definitions, Section 24-22 Definitions:* simplifying the previously defined term “Dwelling, two-family (duplex)” to the term “Dwelling, duplex”.

*Chapter XXIV Zoning and Land Development, Article V. Zoning Use Districts, Section 24-41 through Section 24-4*, (all residential zoning districts):

- Standardizing the district naming convention to clarify the district name and ensure that the district abbreviation was based on that name:
  - Example of old format: MH-1 Mobile Home Subdivision District (previously RS-6)
  - Same district in new format: Mobile Home (MH) District

- Clarifying the use previously listed as “Residential accessory uses” to clarify the allowable accessory uses and clarify that this listed use does not permit “accessory dwelling units (ADU)” also known by other names such as pool house, granny flat, or servants’ quarters.
  - Name of use changed to “Accessory uses”
  - Listing Accessory uses where applicable:
    - Boats, Docks, and Piers (Section 24-84)
    - Swimming Pools (Section 24-85)
    - Accessory Uses and Structures (Section 24-86)
    - Utility Sheds [Section 24-81(6)]

## CONSISTENCY WITH THE COMPREHENSIVE PLAN

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The proposed Home-Based Business ordinance is supported by the following goals, objectives, and policies of the City of North Miami Beach Comprehensive Plan

### Property Rights Element

#### Goal 1

Consider the rights of property owners in all local decision-making.

#### Objective 1.1

Apply rules, ordinances, and regulations with sensitivity for private property rights.

#### Policy 1.1.2

In local decision-making, the City of North Miami Beach shall consider the right of a property owner to use, maintain, develop, and improve his or her property for personal use or the use of any other person, subject to state law and local ordinances.

### Planning and Zoning Board Action

Based on the evidence and testimony presented at the November 10, 2025, meeting, minutes attached as ATTACHMENT I - EXHIBIT B, the Planning and Zoning Board of the City of North Miami Beach voted 5 to 0 recommending approval of this ordinance to the Mayor and City Commission of the City of North Miami Beach by finding it consistent with the applicable Florida Statutes and the City of North Miami Beach Comprehensive Plan.

## RECOMMENDED MOTION:

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Move to approve Ordinance 2025-XX Home-Based Business, setting local business tax receipt requirements, defining the permitted use, and establishing use permitted in all applicable zoning districts, finding it is consistent with Florida Statute 559.955 Home-based businesses and the City of North Miami Beach Comprehensive Plan.

NOTE: The City Commission has the express authority to recommend approval, approval with amendments, or denial of any item. Any motion to approve with amendments or denial should include stated cause or causes of said action.

## FISCAL/BUDGETARY IMPACT:

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Proposed Ordinance for Home-Based Business Text Amendment will clarify regulatory requirements for home-based businesses in alignment with Florida Statute 559.955 Home-based businesses, local government restrictions. Compliance with this statutory requirement is not anticipated to have any substantive positive fiscal impact on the City of North Miami Beach. Failure of a local government to comply with these statutory requirements would enable any current or prospective home-based business owner to challenge any local government action in violation of the statute, with the prevailing party in the challenge eligible to, *“...recover reasonable attorney fees and costs...including reasonable appellate attorney fees and costs.”* [F.S. 559.955 (5)].

## Zoning Text Amendment Home-Based Business: ZA – 01 – 2025

### DESCRIPTION:

In 2021, the State of Florida adopted legislation defining and clarifying the maximum extent to which local governments could regulate “home-based businesses”. This legislation was codified as Florida Statute 559.955 Home-based businesses, local government restrictions. The City of North Miami Beach, similar to most other local governments, regulated home-based businesses through local zoning as well as local business tax receipt regulations. These long-standing local business tax receipt and zoning use regulations are not consistent with the current statutory requirements of the State of Florida. The proposed ordinance has been drafted to ensure that the City of North Miami Beach is enabling the creation and growth of small local businesses operating from residential dwellings in residential zoning districts in compliance with Florida Statute.

### BACKGROUND ANALYSIS:

#### Revision to Florida Statute:

In 2021, the State of Florida adopted legislation defining and clarifying the maximum extent to which local governments could regulate “home-based businesses”. This legislation was codified as Florida Statute 559.955 Home-based businesses, local government restrictions which establishes a private property right to operate a home based business from a residential dwelling within any area zoned for residential use.

#### Current City of North Miami Beach Code of Ordinances:

*Chapter XXII Local Business Tax Receipts, Article I. In General, Section 12-1.20 Occupational Use of Residence (Home-Based Business)* sets forth conditions regulating the use of a residential dwelling within a residential zoning district for a commercial business purpose. These provisions require application for local business tax receipt, clearance of any outstanding Code Compliance Violations, and certain other restrictions which do not align with the new Florida Statutory requirements.

*Chapter XXIV Zoning and Land Development, Article II. Definitions, Section 24-22 Definitions,* does not define Occupational Use of Residence (Home-Based Business).

*Chapter XXIV Zoning and Land Development, Article V. Zoning Use Districts, Section 24-41 through Section 24-4,* (all residential zoning districts) do not list “Occupational Use of Residence” (Home-Based Business) as a use permitted (by right).

### STAFF FINDINGS:

Based on analysis of the revised Florida Statute 559.955 Home-based businesses, local government restrictions and current City of North Miami Beach Code of Ordinance provisions regulating occupational use of residence, Community Development Department staff makes the following recommendations to

Proposed revisions to City of North Miami Beach Code of Ordinances:

*Chapter XXII Local Business Tax Receipts, Article I. In General, Section 12-1.20 Occupational Use of Residence*, rename section to Home-Based Business, and revise section requirements to align with the maximum allowable regulation permitted under current Florida Statute.

*Chapter XXIV Zoning and Land Development, Article II. Definitions, Section 24-22 Definitions*, define Home-Based Business referencing both Florida Statute 559.955 and City of North Miami Beach Code of Ordinances Section 12-1.20 Home-Based Business.

*Chapter XXIV Zoning and Land Development, Article V. Zoning Use Districts, Section 24-41 through Section 24-4*, (all residential zoning districts) specifically list Home-Based Business as a use permitted (by right).

Other proposed revisions to City of North Miami Beach Code of Ordinances to ensure internal document consistency:

*Chapter XXIV Zoning and Land Development, Article II. Definitions, Section 24-21 Language:*

- renaming the section “Intent and Language”
- adding an intent paragraph; clarifying intent of words “structure” and “building”
- adding language to more clearly defining “person”
- adding language regarding interchangeability of “lot”, “plot”, “parcel”, “folio”, or “tract”
- Adding language to clarify the intent of various terms including “City Commission”, “Planning and Zoning Board”, “Director”, “District Map”, and “Community Development Department”.

*Chapter XXIV Zoning and Land Development, Article II. Definitions, Section 24-22 Definitions:* simplifying the previously defined term “Dwelling, two-family (duplex)” to the term “Dwelling, duplex”.

*Chapter XXIV Zoning and Land Development, Article V. Zoning Use Districts, Section 24-41 through Section 24-4*, (all residential zoning districts):

- Standardizing the district naming convention to clarify the district name and ensure that the district abbreviation was based on that name:
  - Example of old format: MH-1 Mobile Home Subdivision District (previously RS-6)
  - Same district in new format: Mobile Home (MH) District
- Clarifying the use previously listed as “Residential accessory uses” to clarify the allowable accessory uses and clarify that this listed use does not permit “accessory dwelling units (ADU)” also known by other names such as pool house, granny flat, or servants’ quarters.
  - Name of use changed to “Accessory uses”
  - Listing Accessory uses where applicable:
    - Boats, Docks, and Piers (Section 24-84)
    - Swimming Pools (Section 24-85)
    - Accessory Uses and Structures (Section 24-86)
    - Utility Sheds [Section 24-81(6)]

**PLANNING AND ZONING BOARD ACTION:**

Based on the evidence and testimony presented at the November 10, 2025, meeting, the Planning and Zoning Board of the City of North Miami Beach voted 5 to 0 recommending approval of this ordinance to the Mayor and City Commission of the City of North Miami Beach by finding it consistent with the applicable Florida Statutes and the City of North Miami Beach Comprehensive Plan.

**RECOMMENDATION:**

Move to approve Ordinance 2025-13 Home-Based Business Zoning Text Amendment (File #25-12) setting local business tax receipt requirements, defining the permitted use, and establishing use permitted in all applicable zoning districts, by finding it is consistent with Florida Statute 559.955 Home-based businesses, local government restrictions, the City of North Miami Beach Comprehensive Plan and the policy intent of the Zoning and Land Development Code.

**FISCAL/ BUDGETARY IMPACT:**

Proposed Ordinance 2025-XX Home-Based Business Text Amendment will clarify regulatory requirements for home-based businesses in alignment with the requirements of Florida Statute 599.955 Home-based businesses. Compliance with this statutory requirement is not anticipated to have any substantive positive fiscal impact on the City of North Miami Beach. However, failure of a local government to comply with these statutory requirements would enable any current or prospective home-based business owner to challenge any local government action in violation of the statute, with the prevailing party in the challenge eligible to, “...recover reasonable attorney fees and costs...including reasonable appellate attorney fees and costs.” [F.S. 559.955 (5)]

## ATTACHMENT I - EXHIBIT A

The following is the full unabridged and unedited text of Florida Statute 559.955 as published by the State of Florida as of June 30, 2025:

### **FS. 559.955 Home-based businesses; local government restrictions. —**

- (1) Local governments may not enact or enforce any ordinance, regulation, or policy or take any action to license or otherwise regulate a home-based business in violation of this section.
- (2) A home-based business that operates from a residential property as provided in subsection
- (3) :
  - (a) May operate in an area zoned for residential use.
  - (b) May not be prohibited, restricted, regulated, or licensed in a manner that is different from other businesses in a local government’s jurisdiction, except as otherwise provided in this section.
  - (c) Is only subject to applicable business taxes under chapter 205 in the county and municipality in which the home-based business is located.
- (4) For purposes of this section, a business is considered a home-based business if it operates, in whole or in part, from a residential property and meets the following criteria:
  - (a) The employees of the business who work at the residential dwelling must also reside in the residential dwelling, except that up to a total of two employees or independent contractors who do not reside at the residential dwelling may work at the business. The business may have additional remote employees that do not work at the residential dwelling.
  - (b) Parking related to the business activities of the home-based business complies with local zoning requirements and the need for parking generated by the business may not be greater in volume than would normally be expected at a similar residence where no business is conducted. Local governments may regulate the use of vehicles or trailers operated or parked at the business or on a street right-of-way, provided that such regulations are not more stringent than those for a residence where no business is conducted. Vehicles and trailers used in connection with the business must be parked in legal parking spaces that are not located within the right-of-way, on or over a sidewalk, or on any unimproved surfaces at the residence. Local governments may regulate the parking or storage of heavy equipment at the business which is visible from the street or neighboring property. For purposes of this paragraph, the term “heavy equipment” means commercial, industrial, or agricultural vehicles, equipment, or machinery.
  - (c) As viewed from the street, the use of the residential property is consistent with the uses of the residential areas that surround the property. External modifications made to a residential dwelling to accommodate a home-based business must conform to the residential character and architectural aesthetics of the neighborhood. The home-based business may not conduct retail transactions at a structure other than the residential dwelling; however, incidental business uses and activities may be conducted at the residential property.
  - (d) The activities of the home-based business are secondary to the property’s use as a residential dwelling.

- (e) The business activities comply with any relevant local or state regulations with respect to signage and equipment or processes that create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors. Any local regulations on a business with respect to noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors may not be more stringent than those that apply to a residence where no business is conducted.
  - (f) All business activities comply with any relevant local, state, and federal regulations with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids. Any local regulations on a business with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids may not be more stringent than those that apply to a residence where no business is conducted.
- (5) Any adversely affected current or prospective home-based business owner may challenge any local government action in violation of this section. The prevailing party in a challenge may recover reasonable attorney fees and costs incurred in challenging or defending the action, including reasonable appellate attorney fees and costs.
- (6) The application of this section does not supersede:
- (a) Any current or future declaration or declaration of condominium adopted pursuant to chapter 718, cooperative document adopted pursuant to chapter 719, or declaration or declaration of covenant adopted pursuant to chapter 720.
  - (b) Local laws, ordinances, or regulations related to transient public lodging establishments, as defined in s. 509.013(4)(a)1., that are not otherwise preempted under chapter 509.

History.—s. 1, ch. 2021-202.



# City of North Miami Beach, Florida

Community Development Department

DRAFT      DRAFT      DRAFT      DRAFT      DRAFT  
**Planning and Zoning Board Meeting Minutes**  
Monday, November 10, 2025 - 6:00 P.M.

**DECEMBER 8, 2025 MEETING CANCELLED DUE TO LACK OF ITEMS  
MINUTES HAVE YET TO BE APPROVED BY THE PLANNING AND ZONING BOARD**

Mark St. Vil called the meeting to order at 6:04 PM

**1. Call to Order**

**Board Members:**  
Mark St. Vil, Chair  
Daniel Heisler  
Julian Kresiberg  
Gregory Thomas  
Ruth Ogen

**Staff:**  
Zafar Ahmed, Comm. Devel. Director  
Mitchell Austin, Assistant Comm. Devel. Director  
Daniel Lozandier, Senior Planner  
Javier Parra-Garcia, Planner

**Absent:**

The Pledge of Allegiance was recited.

**2. Approval of Minutes and Next Meeting Date**

Minutes of the July 14, 2025 meeting have been approved

Next Planning and Zoning Board Meeting Scheduled for December 8, 2025

**3. Chair Report**

**NO REPORT**

**4. General Public Comments**



# City of North Miami Beach, Florida

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### NO COMMENTS

#### 5. Quasi-Judicial Public Hearing

### NO ITEMS

#### 6. Legislative Items

##### I. Sustainability Master Plan

- a. Mitchell Austin, Assistant Comm. Devel. Director Presents at 6:08 PM
- b. Julian Kreisberg, Board member, asks if this is the prerequisite for City Commission
- c. Mitchell answers yes, as the designated local planning agency, as required by Florida Statute, the Planning and Zoning Board sits to provide advice or recommendations to the elected body, the City Commission, and Mayor regarding Planning items.

**Motion** made at 6:15 PM for approval by Gregory Thomas and was seconded by Julian Kreisberg

<b>Chair, Mark St. Vil</b>	YES
<b>Daniel Heisler</b>	YES
<b>Ruth Ogen</b>	YES
<b>Julian Kreisberg</b>	YES
<b>Gregory Thomas</b>	YES

##### II. Home-Based Business Ordinance

- a. Mitchell presents at 6:34 PM
- b. Daniel Heisler, board member, says this is to clean up to comply with Florida Statutes.
- c. Mitchell responds yes, that's the intent. One of the things that Community Development leadership staff pointed out in the



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commission budgetary workshop earlier this year, was that working with this code we are new to, because we both the director and I have been here less than a year, is that there is a lot of antiquated language in our code of ordinances and a lot of inconsistencies because the AD HOC nature that typically occurs with adopting code of ordinances and working with them over time and updating. So, it is a priority for us to engage in this update process as we find things that are pertinent and relevant to things that we're encountering. Business Tax Receipt application is one of those things that we encounter on a fairly regular basis. So we need to get this cleaned up for operational efficiency.

- d. Ruth Ogen, board member, asks how the city will verify if a home-based business exists. Some people would try to avoid paying. How can you verify if there is a business?
- e. Mitchell Austin responds that enforcement is a constant problem even on commercial properties. We have business that routinely opens, and because they have to go through the Department of Environmental Protection approval process at Miami-Dade County, and are issued a receipt for having paid the fees. Many businesses, especially the people that are new to the business community, think that's all they need, and they fail to come to us to get the local business tax receipt from the municipality. That's not a North Miami Beach problem; it's a universal issue county-wide.
- f. Ruth responds I understand but they have a location in a commercial area but in a residential area, how would you verify?
- g. Mitchell Austin responds so it would be a complaint driven process just like most code compliance. There is no way to proactively patrol with code compliance officers to see if somebody is operating a home based business in their residence. What we have found recently with a couple of applications that have come through, they need to make sure they have this in order to get business loans or lines of credit. Otherwise, there is no way to proactively patrol.
- h. Mark St. Vil, Chair, identifies a scrivener's error in the attached ordinance, second page, section (two) 2, subsection (two) 2, you are missing a Y on the word "applying" for business tax receipt.
- i. Mitchell acknowledges error.
- j. Mark says I understand what's going on. Unfortunately, I've been around government a long time, so I know that it's not a random



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occurrence that one section says something that completely contradicts the second section. I understand that twelve (12) is coming in to define things that are not mentioned in twenty-four (24) so hopefully it will put us all on the same path. I have no further questions.

- k. Mitchell mentions that the scrivener's error will be pointed out and corrected before this goes to the city commission.

**Motion** made at 6:52 PM for approval by Gregory Thomas and was seconded by Ruth Ogen

<b>Chair, Mark St. Vil</b>	YES
<b>Daniel Heisler</b>	YES
<b>Ruth Ogen</b>	YES
<b>Julian Kreisberg</b>	YES
<b>Gregory Thomas</b>	YES

### III. Public Notice Zoning Amendment

- a. Mitchell Austin presents at 6:53 PM
- b. Mark St. Vil asks if this impacts the large posterboard requirement.
- c. Mitchell Austin responds the posting of the property is still required by Florida Statute. This is exclusively for the legal ads and transitioning from the newspaper to the approved county-wide website.
- d. Mark asks if applicants are going to be advised that the city is now operating on the county's website. Is this going to be an initiative where you're putting information out so people know to update? Or is there a plan contemplated in the proposed budget and which do you think we're going to have as far as savings compared to last year?
- e. Mitchell responds operationally if this ordinance is adopted, yes we would notify applicants during the pre-application phase of fees associated with their proposed application. So in that process, we



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would notify them that the advertisement fees would be x,y, and z instead of a, b, and c.

- f. Mark asks so it's not going to be a full outreach; it would be applicant-based when they are coming in.
- g. Mitchell responds correct.
- h. Ruth Ogen asks once it's approved by the commission, when does it go into effect?
- i. Mitchell Austin responds so it is an ordinance, and it has to be read twice. So, if the first reading is in December, the second would be in January. The proposal is for it to go into effect immediately. However, the wild card is the final approval of the interlocal agreement. The resolution is on the city commission agenda for November 17. However, the interlocal agreement has to be executed between the city and Miami Dade County. I'm not sure how long that administrative process will take.
- j. Ruth asks about advertising to the herald at least once annual
- k. Mitchell responds yes one time annually, we would have to advertise, notifying the public that our legal ads for general purposes are located in the Miami-Dade County website. Several other adjacent municipalities across the county are already participating in this with Miami-Dade County. Hialeah and Miami Gardens are in the list of seven (7) or eight (8).
- l. Gregory Thomas asks about the cost avoidance numbers, does it include the cost to maintain this. I assume you have to have a staff member run this by whoever needs to see it. Was that expense included?
- m. Mitchell responds so as far as what staff has on the table on the screen. The Miami Dade County website, that number includes, I believe, three (3) seats for Planning and Zoning staff to post those legal ads on the Miami Dade County Website and then the annual advertisement with the Miami Herald. In terms of legislative items, those would be the only costs on an annual basis. For Zoning applicants, the Land Development Fee Schedule allows the city to charge actual fees for the advertisement, so currently that's under seventeen hundred dollars (\$1,700) per ad with the Miami Herald and an additional two hundred dollars (\$200) for processing a legal ad. That administrative processing fee would be retained in the process. Given the value of the processing fee and the use of the website for both legislative and zoning applications its possible



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that would be the only fee the two hundred dollars (\$200) but that has to be evaluated once we get the real numbers.

**Motion** made at 7:10 PM for approval by Gregory Thomas and was seconded by Julian Kreisberg.

<b>Chair, Mark St. Vil</b>	YES
<b>Daniel Heisler</b>	YES
<b>Ruth Ogen</b>	YES
<b>Julian Kreisberg</b>	YES
<b>Gregory Thomas</b>	YES

### IV. Workforce and Hero Housing Ordinance

- a. Zafar Ahmed, Community Development Director, presents at 7:12 PM
- b. Daniel asks how it will be enforced.
- c. Zafar responds before the rent agreement is signed by the developer or property manager, they have to send the application to Community Development for employment verification. Once they are verified, they can qualify for the rent.
- d. Daniel asks so for each applicant they would send the city information once a year?
- e. Zafar responds once a year. If there are 20 units we have to certify that the applicants qualify for the rent. These include police, doctors, nurses, teachers qualify for this program.
- f. Daniel responds so basically what you're doing is incentivizing the developer to introduce smaller size units into the marketplace?
- g. Zafar responds yes so that their development would have additional units dedicated to workforce housing.
- h. Daniel asks smaller?
- i. Zafar responds smaller up to three (3) bedrooms would be considered as one (1), two (2) bedrooms would be point seven five (.75), one (1) bedroom would be point five (.5) or studio.
- j. Daniel asks how would this impact or would it impact condominium sales?



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- k. Zafar responds this is not a sale program, it's a rental program, a density bonus program. We are not offering any other incentive.
- l. Daniel asks how this compares with live local act?
- m. Zafar responds live local act is something different because it takes into consideration maximum densities. It allows developers to build at the highest possible densities within a certain area. This is only valid in the mixed-use districts. We cannot exceed the densities in those areas or the height. Within the current requirements, we are proposing a way to provide additional units that will be affordable.
- n. Daniel asks about streamlining the permit process and the amount of time it takes to get a project off the ground. Does this address that?
- o. Zafar responds there is a separate incentive program, an ordinance that I'm working with the city commission that will introduce something to that effect but this is strictly a bonus program. It's not about development fees or rebates or financial incentives.
- p. Daniel Heisler asks and it works in Orlando?
- q. Zafar responds that there is one in Orlando and one in Fort Lauderdale. I did some research that developers have introduced, and it's working.
- r. Daniel says when you chop things up, I'm not crazy about the whole thing. When you make things smaller, it actually adds costs to the development.
- s. Zafar responds it's not chopping after the fact. It's the additional units that are a proportionate size but are smaller than the regular sizes.
- t. Daniel says I'm in commercial real estate, when I have a big space and I have to divide the space into smaller spaces. It's much more costly. The walls, kitchens, bathrooms, and all this stuff are going to cost more for the additional units.
- u. Zafar responds that cost is a different factor. This is about additional units. How do you provide units within the same capacity that is approved?
- v. Daniel says you want to encourage the developer to offer a lower rate for those who meet the criteria, but in order to do that, you have to lower the cost of the development somehow. So the developer can afford to do the workforce housing.



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- w. Zafar responds agreed, commissioner Chernoff has an initiative in place. It was already considered in a prior commission meeting; it required some additional work, and the commission has sent it back to us for further revision. The commission is aware that this is an issue. This is strictly to provide additional units within the requirements.
- x. Ruth asks will a one-bedroom in the workforce housing be the same size as a market rate one-bedroom?
- y. Zafar responds yes, that is one of the criteria, it has to be the same specifications, same sizes, same finishes no different from any market rate unit. It also must be found and accessed like any market rate unit.
- z. Ruth asks let's say the development would have one hundred units (100), they would now be able to have one hundred and thirty units because the one bedrooms would be counted as halves. So all the units in the development are going to be smaller because you're cramming more units in the same footprint. So a one bedroom that is one thousand (1000) square feet is going to be eight fifty (850)?
- aa. Zafar responds They are both going to be the same size, it doesn't change that.
- bb. Ruth asks about the Building Department enforcing this.
- cc. Zafar responds its not the Building Department, it's the Community Development Department. It's an agreement that the property manager has to sign with the city
- dd. Mark says that their selling point is that there are going to be upfront costs, and it's going to be 20 years of having to be subject to this program. After that period, you can go market rate. City of Miami down in Brickell is doing this by increasing the height of the building.
- ee. Zafar says this program is to find a solution and work with the limitations we have based on infrastructure and development needs
- ff. Joseph Geller, City Attorney, says that from a developer's perspective, what is going to raise the cost for a developer is going to increase height. As long as the footprint and height remain the same, there will be no additional costs for the developers. There are going to be other funds available for the fact that their incorporating workforce housing into their development. The additional cost savings will come in the form of tax abatements



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and other incentives that are available locally, state level, and federally for including workforce housing. Eventually, in 20 years when the units go market rate, there will be an increase in revenue due to the additional units.

- gg. Mark asks about the summary in the provision in subsection 3 which talks about bonus density requirements. It states that they are capped at thirty percent (30%) for two-thirds of the bonus units to be affordable or hero housing.
- hh. Zafar responds that they can't just have proportional units and then unlimited. They cannot have more than thirty percent (30%) allocated to the workforce. So if there is a 200-unit development, thirty percent of those units can be allocated for workforce housing. With this proportionate density, you can add another fifteen(15) or twenty (20) units within that envelope.

**Motion** made at 7:45 PM to accept by Julian Kreisberg and was seconded by Gregory Thomas

<b>Chair, Mark St. Vil</b>	YES
<b>Daniel Heisler</b>	YES
<b>Ruth Ogen</b>	NO
<b>Julian Kreisberg</b>	YES
<b>Gregory Thomas</b>	YES

### V. Land Development Fee Study

- a. Mitchell Austin presents at 6:16 PM
- b. Julian Kreisberg asks if we are just accepting this study but were not putting it into effect.
- c. Mitchell Austin responds the resolution is to accept, if the mayor and city commission adopt the resolution accepting the study. The implementation that is called for in the resolution, directs the city manager and his staff to draft a revised ordinance to be considered by the mayor and city commission to enact the study's findings.



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- d. Mark asks if it will be presented with the figures that are attached as Exhibit A, Correct?
- e. Mitchell Austin responds Correct.
- f. Mark asks and is this whole impartial, or can we make recommendations if we want but can the city commission also make changes to the findings that Raftelis came up with? I'm reading in the little summary and it says they look at municipalities throughout the country and my concern is are we also in line with local municipalities, are we in line with what we're seeing in Dade and Broward Counties?
- g. Mitchell Austin responds the study parameters, and the consultant can speak to this in depth at the city commission meeting. Unfortunately, the way the contract was structured, we only have one presentation from them. The consultant works nationwide and internationally to some extent. They have a database of all these things and do perform extensive work in the state of Florida and within south Southeast Florida to Miami-Dade, Broward, and Palm Beach Counties. So they do have relevant data to look at. The final calculation on how the fees are supposed to be structured are based on the individual process or processes that we as staff laid out for them in the interview they did of our staff to determine how things move through the process from submittal to approval of city commission.
- h. Mark says so they are able to compare the workflow of the process in comparison to what's actually being charged from other municipalities to come up with some type of equation that takes into account both factors.
- i. Mitchell Austin responds what the comparison with other Municipalities is regarding, does our process seem reasonable, is it similar to those. Our costs are directly derived based on the total compensation hourly rate that our employees are receiving.
- j. Daniel asks about the cost of the study.
- k. Mitchell responds I don't have that figure off the top of my head. This purchase order for this study was also combined with land development fees and building permit fees. There was some policy question regarding the building department enterprise fund, to building permit portion of this project is nowhere near close to complete. So the total project is somewhere in the order of one hundred fifty thousand dollars (\$150,000) but I'm not sure what



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percentage of that this study presents. I can get that answer for you and provide it to the board members via email. So it's the smaller portion of the purchase order because this part of the project was less complicated than the Building permit fee portion.

- l. Daniel asks if it would make sense to tie an increase of the fees to CPI every year or every x number of years?
- m. Mitchell responds that it is not documented in the information that you received because we are still receiving more information from the consultant even as late as Friday of last week. That's part of their recommendation is to tie this in some way to increases, not necessarily into CPI but into the direct employment costs that we have on an annual basis. Then have a comprehensive five (5) year look, which given the data tables that we have as part of the deliverables from the consultant, we can actually do that in-house.

**Motion** made at 6:32 PM for approval by Julian Kreisberg and was seconded by Daniel Heisler

<b>Chair, Mark St. Vil</b>	YES
<b>Daniel Heisler</b>	YES
<b>Ruth Ogen</b>	YES
<b>Julian Kreisberg</b>	YES
<b>Gregory Thomas</b>	YES

### 7. Discussion

- I. **Miami-Dade County Local Mitigation Strategy**
  - a. Mitchell presents at 7:47 PM

### 8. Staff Comments



# **City of North Miami Beach, Florida**

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*Community Development Department*

**9. Upcoming Meeting**

The next Planning & Zoning Board meeting is scheduled for Monday, December 8, 2025

**10. Adjournment**

DRAFT

## ATTACHMENT II – EXHIBIT A

\* \* \*

### CHAPTER XII LOCAL BUSINESS TAX RECEIPTS AND REGULATIONS

\* \* \*

#### ARTICLE I. IN GENERAL

\* \* \*

##### SECTION 12-1.20 Occupational Use of Residence Home-Based Business.

~~Notwithstanding any provision to the contrary herein contained, except as provided in paragraph d. of this subsection, certain b\_Businesses, professions, or occupations may be conducted within a residentially zoned area on a restricted basis for which a restricted with a business tax receipt may be issued by the City. when the owner of such business has secured a restricted residential business tax receipt from the City, subject to the City land use plan and Consistent with Florida Statute 559.955 Home-based businesses must comply with the following provisions and limitations. therein contained.~~

- (A). Home-Based Businesses may operate within any legal residential dwelling in any area zoned for residential use except:
- (1). Where prohibited by any current or future declaration of condominium adopted pursuant to Florida Statute Chapter 718, cooperative document adopted pursuant to Florida Statute Chapter 719, or declaration of covenant adopted pursuant to Florida Statute Chapter 720.
  - (2). At any residential property where any unresolved City of North Miami Beach Code Compliance violations exist.
- (B). ~~(A) A business, profession, or occupation is considered a Home-Based Business if it operates from a residential dwelling in a residentially zoned area and meets the following criteria. Any person engaged in a personal profession or occupation which requires the use of his own personal residence may apply for a restricted residential business tax receipt. Such applicant may list his home address as the place of business and shall comply with the following conditions:~~
- (1). The activities of the Home-Based Business are secondary to the property's use as a residential dwelling.
    - a. As viewed from the public right of way, the use of the residential property shall be consistent with the uses of other residential properties in the area.
    - b. Any external modifications to the residential property necessary to accommodate the Home-Based Business shall conform to the residential character including all architectural and other requirements of the residential zoning.
    - c. No retail transactions shall be permitted in any structure other than within the residential dwelling.
  - (2). Employees or independent contractors of the Home-Based Business who work within the residential dwelling must reside in the residential dwelling.
    - a. Except a maximum of two employees or independent contractors who do not reside in the residential dwelling may work at within the residential dwelling.

- b. Home-Based Businesses may be additional remote employees that do not work within the residential dwelling.
- c. ~~(1) No~~ Any signage of any type may be posted or displayed on the premises which might serve to indicate that the premises are being used as a restricted residential occupational use must conform to the requirements of Chapter XXIV, Article XIII Signs of the Code of Ordinances.
- d. Parking related to the business activity of the Home-Based Business shall comply with the requirements of Chapter XXIV, Article IX Off-Street Parking and Loading.
- e. Parking site plan, including site access, parking/vehicular storage, fencing and/or vegetative buffering is required.
- f. All on-site parking shall occur on a permanent wearable surface such as asphalt, concrete, brick, concrete pavers, or similar materials as approved by the Director of Community Development or designee.
- g. No vehicles with a commercial message may be parked in an area visible from the public right of way.

~~, and no vehicle with any signs painted on them, which might serve to indicate that the premises are being used as a restricted professional or restricted occupational use, shall be parked on the premises except that such vehicles may be parked within a closed garage in a manner which makes it impossible to be seen from a public right of way.~~

- ~~(2) The applicant shall not use the premises including improvements thereon for the creation, storage, distribution, repair or sale of any merchandise or goods.~~
- ~~(3) No employees of any type may be permitted on the premises at any time in connection with the authorized use for which the business tax receipt is issued except immediate members of the business tax receipt holder's family which shall be limited to spouse and children residing on the premises for which the business tax receipt is issued.~~
- ~~(4) No pickups or deliveries may be made from or to the premises except by the business tax receipt holder or his employees as permitted and authorized herein.~~
- (3). Creating more No-noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors than is associated with any other residential dwelling is prohibited. , smoke or nuisance of any type shall arise from the conduct of the business herein permitted or authorized. Compliance with all City of North Miami Beach, Miami-Dade County, State of Florida, and federal regulations with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable solids, liquids, or gases is required.
- ~~(5) The applicant shall not cause or permit, in connection with the business authorized herein, any vehicular or pedestrian traffic that shall increase, interfere with or disrupt the normal traffic flow for street use in the neighborhood.~~

- (C). Prior to issuance of a business tax receipt, all fees must be paid pursuant to this chapter.
- ~~(B) There shall be a report from the Community Development Department prior to the issuance of any business tax receipt, which shall include a review of any outstanding Code violations~~
- (D). Whenever a Home-Based Business is found to be in violation of any provision of the City of North Miami Beach Code of Ordinances, shall subject to the Code Enforcement Procedures of Section 14-8.14 Notice of Violation. Whenever the holder of a restricted residential business tax receipt

is found to be in violation of the provisions of this chapter, the City may utilize the code enforcement procedures set forth in subsection 14-8.12 et seq. of the Code of Ordinances.

(Ord. No. 94-10 § 12-21; Ord. No. 2010-6 § 2, 4-20-10)

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## CHAPTER XXIV ZONING AND LAND DEVELOPMENT

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### ARTICLE II. DEFINITIONS

\* \* \*

#### SECTIONSec. 24-21 –Intent and Language.

- (A). Words and terms used in this Code shall be given the meanings set forth in this Article. All words and terms not specifically defined in this Article shall be given their common, ordinary meanings, as the context may reasonably suggest. The reference for common, ordinary meanings shall be the latest online edition of Merriam-Webster Dictionary.
- (B). The following rules for the construction of language shall apply to the text of this Code:
- (1). The particular shall control the general. In case of any difference of meaning or implication between the text of this Code and any caption, illustration or summary table, the text shall control.
  - (2). The word "shall" is always mandatory and not discretionary. ~~The word "may" is permissive.~~
  - (3). Words used in the present tense shall include the future tense.
  - (4). ~~;~~and w Words used in the singular number shall include the plural and the plural shall include the singular, unless the context clearly indicates the contrary.
  - (5). ~~A~~The word "structure" shall include the word "building" . ~~or "structure" includes any part thereof.~~
  - (6). The word "person" shall includes ~~a~~ firm, association, organization, individual, ~~a~~ corporation, ~~a~~ partnership, ~~an incorporated association~~ trust, company, or any other similar entity.
  - (7). Where a regulation involves two (2) or more items, conditions, provisions, or events connected to the conjunction, the conjunction shall be interpreted as follows:
    - a. And indicates that all the connected items, conditions, provisions, or events shall apply.

- b. Or indicates that the connected items, conditions, provisions, or events may apply singly or in any combination.
  - c. Either...or indicates that the connected items, conditions, provisions, or events shall apply singly, but not in combination.
- (8). The word "includes" shall not limit a term to the specified examples but is intended to extend its meaning to all other instances or circumstances of like kind of character.
  - (9). The words "lot", "plot", "parcel", "folio", or "tract" may be used interchangeably.
  - (10). The term "City Commission" shall mean the "City Commission of the City of North Miami Beach, Florida."
  - (11). The term "Planning and Zoning Board" or "PZB" shall mean the "Planning and Zoning Board of the City of North Miami Beach, Florida."
  - (12). The terms "Director" or "Community Development Director" shall mean the "Community Development Director of the City of North Miami Beach, Florida."
  - (13). The word "District Map," or "Land Development Map," shall mean the Official Zoning Map of North Miami Beach, Florida.
  - (14). The term "Community Development Department" shall mean the "Community Development Department of the City of North Miami Beach, Florida."

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#### SECTION 24-22 Definitions.

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*Hardware store:* A commercial establishment which sells at retail to the general public goods and supplies which are generally employed in maintaining or improving dwellings and yards, but not including heavy construction supplies, such as raw lumber and cement materials.

*Home-Based Business:* Any business, profession, or occupation conducted within a residential dwelling within a residentially zoned area consistent with the requirements of Florida Statute 559.955 Home-based businesses and Section 12.1.20 Home-Based Businesses of the City of North Miami Beach Code of Ordinances.

*Home improvement center:* A commercial establishment which sells at retail to the general public goods and supplies which are generally employed in maintaining or improving dwellings and yards, including heavy construction materials such as raw lumber and cement materials, within a totally enclosed structure only.

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*Dwelling, single-family:* A building containing one (1) dwelling unit or a group home. The latter is a dwelling unit licensed to serve clients of the Florida Department of Children and Families which provides a living environment for six (6) or less unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional and social needs of residents. The clients are limited to: children, the aged, physically disabled, handicapped, developmentally disabled and mentally ill who do not constitute a direct threat to the health, property and safety of the neighborhood.

*Dwelling, ~~two-family~~ (duplex):* A building containing two (2) dwelling units.

*Dwelling, multifamily:* A building containing three (3) or more dwelling units, including but not limited to those of an apartment, condominium, cooperative, rooming house or adult congregate living nature.

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**ARTICLE V. ZONING USE DISTRICTS**

\* \* \*

SECTION 24-41 – ~~RS-1~~ Residential Single Family – 1 (RS-1) District

...

(B) Uses Permitted

- (1) Single-family residential dwellings
- (2) Family day care home
- (3) ~~Residential-a~~ Accessory uses including
  - a. Boats, Docks, and Piers as described in Sec. 24-84
  - b. Swimming Pools as described in Sec. 24-85
  - c. Accessory Uses and Structures as described in Sec. 24-86
- (4) Public parks and playgrounds
- (5) Home-Based Business

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SECTION 24-42 – ~~RS-2~~ Residential Single Family – 2 (RS-2) District

...

(B) Uses Permitted

- (1) Single-family residential dwellings
- (2) Family day care home
- (3) ~~Residential-a~~ Accessory uses including
  - a. Swimming Pools as described in Sec. 24-85
  - b. Accessory Uses and Structures as described in Sec. 24-86
  - c. Utility sheds as described in Sec. 24-81 (6)
- (4) Public parks and playgrounds
- (5) Home-Based Business

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SECTION 24-43 – ~~RS-3~~ Residential Single Family – 3 (RS-3) District

...

(B) Uses Permitted

- (1) Single-family residential dwellings
- (2) Family day care home
- (3) ~~Residential-a~~ Accessory uses including:
  - a. Swimming Pools as described in Sec. 24-85
  - b. Accessory Uses and Structures as described in Sec. 24-86
  - c. Utility sheds as described in Sec. 24-81 (6)
- (4) Public parks and playgrounds
- (5) Home-Based Business

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SECTION 24-44 – ~~RS-4~~ Residential Single Family – 4 (RS-4) District

...

(B) Uses Permitted

- (1) Single-family residential dwellings
- (2) Family day care home
- (3) Accessory uses including:
  - a. Swimming Pools as described in Sec. 24-85
  - b. Accessory Uses and Structures as described in Sec. 24-86
  - c. Utility sheds as described in Sec. 24-81 (6)
- (4) Public parks and playgrounds
- (5) Places of public assembly, provided that:
  - a. The minimum site area shall be ten thousand (10,000) square feet
  - b. All such uses shall be located on and oriented to an arterial or collector roadway
  - c. All such uses shall be located on a single use stand-alone building
  - d. The parking requirement of Section 24-95 is complied with
  - e. Site development standards for this district as set forth in paragraph (D) below shall apply unless specifically addressed herein.
- (5) Home-Based Business

...

\* \* \*

SECTION 24-44.1 – ~~RS-5~~ Residential Single Family – 5 (RS-5) District

...

(B) Uses Permitted

- (1) Single-family residential dwellings of ~~CBS~~ Concrete Masonry Unit (CMU) construction
- (2) ~~Residential-a~~ Accessory uses including:
  - a. Swimming Pools as described in Sec. 24-85
  - b. Accessory Uses and Structures as described in Sec. 24-86
  - c. ~~Porches~~
  - d. ~~Screen rooms~~
  - c. Utility sheds, as described in Sec. 24-81 (6) provided they meet the setback requirements listed below.
- (3) Public parks and playgrounds
- (4) Home-Based Business

...

\* \* \*

SECTION 24-44.2 – ~~MH-1 Mobile Home Subdivision (MH)~~ District (~~previously RS-6~~)

...

(B) Uses Permitted

- (1) Single-family residential dwellings of ~~CBS-Concrete Masonry Unit (CMU)~~ construction and mobile homes
- (2) ~~Residential-a~~ Accessory uses including:
  - a. Swimming Pools as described in Sec. 24-85
  - b. Accessory Uses and Structures as described in Sec. 24-86
  - ~~c. Porches~~
  - ~~d. Screen rooms~~
  - c. Utility sheds as described in Sec. 24-81 (6) provided they meet the setback requirements listed below.
  - d. Opaque fences or wall are prohibited except as screening at the district boundary
- (3) Public parks and playgrounds
- (4) Home-Based Business

...

\* \* \*

SECTION 24-45 – ~~RD-Residential Duplex Two-Family (Duplex)~~ (RD) District

...

(B) Uses Permitted

- (1) ~~Two-family (dDuplex)~~ residential dwellings
- (2) Single-family residential dwellings
- (3) Family day care home
- (4) ~~Residential-a~~ Accessory uses including:
  - a. Swimming Pools as described in Sec. 24-85
  - b. Accessory Uses and Structures as described in Sec. 24-86
  - c. Utility sheds as described in Sec. 24-81 (6)
- (5) Public parks and playgrounds
- (6) Places of public assembly, provided that:
  - a. The minimum site area shall be ten thousand (10,000) square feet
  - b. All such uses shall be located on and oriented to an arterial or collector roadway
  - c. All such uses shall be located in a single use stand-alone building
  - d. The parking requirement of Section 24-95 is complied with

- e. Site development standards for this district as set forth in paragraph (D) below shall apply unless specifically addressed herein

(7) Home-Based Business

...

\* \* \*

SECTION 24-47 – ~~RM-19~~ Residential Low-Rise Multifamily – 19 (RM-19) ~~(Medium Density)~~  
District

...

(B) Uses Permitted

- (1) Multifamily ~~and two-family~~ residential dwellings
- (2) Duplex dwelling
- (3) Single-family residential dwellings
- (4) ~~(including a~~ Family day care home, subject to the site development standards set forth in Section 24-44 – Residential Single Family – 4 (RS-4) District ~~the RS-4 district~~
- (5) Community residential home as defined in ~~Article II and with a review process in conformance with Chapter 89-372 FAS~~ by Florida Statute 419 Community Residential Homes
- (6) ~~Residential a~~ Accessory uses including:
  - a. Boats, Docks, and Piers as described in Sec. 24-84
  - b. Swimming Pools as described in Sec. 24-85
  - c. Accessory Uses and Structures as described in Sec. 24-86
  - d. Utility sheds as described in Sec. 24-81 (6)
- (7) Public parks and playgrounds
- (8) Home-Based Business

...

\* \* \*

SECTION 24-48 – ~~RM-23~~ Residential Mid-Rise Multifamily – 23 (RM-23) ~~(High Density)~~ District

...

(B) Uses Permitted.

- (1) Multifamily ~~and two-family~~ residential dwellings
- (2) Duplex dwelling
- (3) Single-family residential dwellings
- (4) ~~(including a~~ Family day care home, subject to the site development standards set forth in Section 24-44 – Residential Single Family – 4 (RS-4) District ~~the RS-4 district~~
- (5) Community residential home as defined in ~~Article II and with a review process in conformance with Chapter 89-372 FAS~~ by Florida Statute 419 Community Residential Homes
- (6) ~~Residential a~~ Accessory uses including:

- a. Boats, Docks, and Piers as described in Sec. 24-84
  - b. Swimming Pools as described in Sec. 24-85
  - c. Accessory Uses and Structures as described in Sec. 24-86
  - d. Utility sheds as described in Sec. 24-81 (6)
- (7) Public parks and playgrounds
- (8) Places of public assembly, provided that:
- a. The minimum site area shall be ten thousand (10,000) square feet
  - b. All such uses shall be located on and oriented to an arterial or collector roadway
  - c. All such uses shall be located in a single use stand-alone building
  - d. The parking requirement of Section 24-95 is complied with
  - e. Site development standards for this district as set forth in paragraph (D) below shall apply unless specifically addressed herein
- (9) Home-Based Business

...

\* \* \*

SECTION 24-49 – ~~RM-32~~ Residential High-Rise Multifamily – 32 (RM-32) (High Density) District

...

- (B) Uses Permitted
- (1) Multifamily residential dwellings
  - (2) ~~Residential~~ Accessory uses including:
    - a. Boats, Docks, and Piers as described in Sec. 24-84
    - b. Swimming Pools as described in Sec. 24-85
    - c. Accessory Uses and Structures as described in Sec. 24-86
    - d. Utility sheds as described in Sec. 24-81 (6)
  - (3) Community residential home as defined in ~~Article II and with a review process in conformance with Chapter 89-372 FAS~~ by Florida Statute 419 Community Residential Homes
  - (4) Places of public assembly, provided that:
    - a. The minimum site area shall be ten thousand (10,000) square feet
    - b. All such uses shall be located on and oriented to an arterial or collector roadway
    - c. All such uses shall be located in a single use stand-alone building
    - d. The parking requirement of Section 24-95 is complied with
    - e. Site development standards for this district as set forth in paragraph (D) below shall apply unless specifically addressed herein
  - (5) Home-Based Business

...



**Legislation  
11.2.**

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

**MEMORANDUM**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Zafar Ahmed, Community Development Director
<b>VIA:</b>	Andrew Plotkin, Interim City Manager
<b>DATE:</b>	January 20, 2026

---

**RE:** Ordinance No. 2025-14 (Second Reading) Creating Workforce and Hero Housing Program (Zafar Ahmed, Community Development Director)

---

**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY**

**IMPACT:**

---

**ATTACHMENTS:**

**Description**

- Ordinance
- Staff Report
- Exhibit A
- Exhibit B - Planning Minutes

**ORDINANCE NO. 2025-14**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING CHAPTER XXIV, “ZONING AND LAND DEVELOPMENT,” OF THE CODE OF ORDINANCES, TO CREATE A NEW ARTICLE XXI ENTITLED “WORKFORCE AND HERO HOUSING DENSITY BONUS PROGRAM”; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR DEFINITIONS, ELIGIBILITY CRITERIA, AND DEVELOPMENT INCENTIVES INCLUDING FRACTIONAL DENSITY CALCULATION FOR QUALIFYING UNITS; PROVIDING FOR ADMINISTRATION AND COMPLIANCE; PROVIDING FOR CODIFICATION, CONFLICTS, SCRIVENER’S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of North Miami Beach (the “City”) recognizes that a shortage of affordable and workforce housing opportunities exists within the City and that this shortage adversely affects the health, safety, and welfare of residents and community-serving professionals; and

**WHEREAS**, the City seeks to encourage the voluntary inclusion of workforce and hero housing units in private development projects by offering meaningful density incentives while ensuring compatibility with the City’s Comprehensive Plan; and

**WHEREAS**, the City Commission finds that fractional density equivalency factors are an appropriate and equitable means of recognizing smaller or income-restricted dwelling units within the City’s overall density framework; and

**WHEREAS**, the provisions of this Ordinance shall apply to all properties in all zoning use districts; and

**WHEREAS**, the City’s Planning and Zoning Board, as the Local Planning Agency, held a duly noticed public hearing on **November 10, 2025**, and reviewed the proposed ordinance for consistency with the City of North Miami Beach’s Comprehensive Plan, and recommended approval by a vote of **4** to **1**; and

**WHEREAS**, the Mayor and City Commission find the proposed ordinance to be consistent with the North Miami Beach Comprehensive Plan and in the best interest of the residents, businesses, and visitors of the City.

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

**Section 1.**     **Recitals.** 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.**     **Findings of Fact.** The North Miami Beach Code of Ordinances is hereby amended, attached as EXHIBIT A, containing provisions necessary for the implementation of the following City Commission priorities:

1. Define Workforce Housing based on a limit of less than or equal to 140% of Area Median Income for the City of North Miami Beach.
2. Ensure consistency with the Florida Hometown Hero Housing as defined in Florida Statute
3. Establish the Workforce and Hero Housing Density Bonus Program

**Section 3.**     **Codification.** It is the intention of the City Commission of the City of North Miami Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of North Miami Beach, Florida. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word “ordinance” may be changed to “section,” “article” or any other appropriate word.

**Section 4.**     **Conflicts.** 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.**     **Scrivner Errors.** 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.**     **Severability.** The provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 7.**     **Effective Date.** This Ordinance shall become effective immediately upon adoption on second reading.

[SIGNATURE PAGE TO FOLLOW]

**APPROVED** on the first reading this 16th day of December, 2025.

**APPROVED AND ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_ 2026.

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: \_\_\_\_\_

<b>COMMISSIONERS</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Mayor Michael Joseph, Esq.				
Vice Mayor Daniela Jean				
Commissioner Jay Chernoff				
Commissioner Phyllis Smith				
Commissioner McKenzie Fleurimond				
Commissioner Fortuna Smukler				
Commissioner Lynn Su				



**Community Development Department – Planning & Zoning Division**  
**17050 NE 19<sup>th</sup> Avenue, 1<sup>st</sup> Floor**  
**North Miami Beach, FL 33162**  
**(305) 948-2966**

<b>STAFF REPORT – CITY COMMISSION MEETING</b>		
<b>Meeting Date:</b> 12/16/2025	<b>Case Number:</b> 25-16	<b>Name:</b> Workforce and Hero Housing Program

## REQUEST

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A request for the approval of an ordinance to establish a voluntary Workforce and Hero Housing Density Bonus Program (WHHDB) for eligible developments, submitted by the City of North Miami Beach.

## BACKGROUND

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The City of North Miami Beach (City) recognizes a significant shortage of attainable housing options for members of the local workforce and essential community-serving personnel (“heroes”). Rising housing costs have created affordability challenges, forcing many individuals who work within the City such as teachers, nurses, police officers, firefighters, and other essential workers to live elsewhere and commute into the City.

In response, the proposed Workforce and Hero Housing Density Bonus Program (WHHDB) establishes a voluntary mechanism to encourage the private development community to integrate affordable workforce and hero units within new residential or mixed-use projects. The program seeks to improve housing access, reduce commuter congestion, and strengthen community stability by enabling essential workers to live closer to their places of employment.

<b>Project Staff Planner:</b> Zafar Ahmed Director Community Development Department	<b>Review Dates:</b> <u>Planning &amp; Zoning Board Meeting:</u> 11/10/2025  <u>City Commission Meeting:</u> 12/16/2025	<b>Attachment:</b> I. Staff Report II. Ordinance No. 2025-XX III. Staff Presentation IV. PZB Meeting Minutes
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## PURPOSE AND INTENT

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The intent of the proposed ordinance is to:

- Encourage the development of housing affordable to moderate- and middle-income households earning between 65% and 140% of the Area Median Income (AMI).
- Recognize and support essential service professionals (“heroes”) including law enforcement, teachers, healthcare workers, firefighters, and active duty/veteran military personnel.
- Promote economic and social diversity in new developments.
- Encourage mixed-income housing integrated throughout the city while preserving design quality and neighborhood character.
- Provide a voluntary density incentive to offset affordability requirements and encourage developer participation without mandating inclusionary zoning.

## ANALYSIS

---

The Workforce and Hero Housing Density Bonus Program (WHHDB) is designed to:

- Balance development incentives with long-term community benefits.
- Attract private investment in workforce housing without requiring mandatory inclusionary provisions.
- Improve proximity between essential workers and their workplaces.
- Support transit-oriented development and reduce regional commuting patterns.
- Encourage equitable housing opportunities across diverse income levels.

Economic modeling based on comparable programs (e.g., City of Doral and City of Miami Beach) indicates that density bonuses of up to 30% can effectively incentivize private sector participation when combined with flexible unit distribution and predictable review timelines.

## PLANNING AND POLICY CONTEXT

---

The proposed ordinance supports and advances multiple adopted City policies and state directives, including:

- **City of North Miami Beach Comprehensive Plan**, Housing Element Goals 1–3: promoting affordable and workforce housing opportunities.
- **Strategic Plan 2025**: advancing livability and economic resilience by ensuring housing diversity.
- **Florida Statutes Chapter 163.3177(6)(f)**: requiring local governments to provide mechanisms to meet affordable housing needs.
- **Live Local Act (SB 102)**: promoting workforce housing near employment centers and transit corridors.

## SUMMARY OF PROVISIONS

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This ordinance establishes the *Workforce and Hero Housing Density Bonus Program (WHHDB)* under Chapter 24, Article XXI of the City’s Land Development Code.

The program implements Comprehensive Plan Policies by providing a density bonus of up to thirty percent (30%) within mixed-use districts in exchange for inclusion of workforce and hero housing units affordable to households earning between sixty-five percent (65%) and one hundred forty percent (140%) of Area Median Income (AMI).

The ordinance creates a Workforce and Hero Housing Overlay District (WHH Overlay) that allows **Establishment of Density Equivalency Factors** for the purpose of calculating allowable residential density, qualifying workforce or hero housing units shall be assigned fractional equivalency values according to the following table:

<b>Unit Type</b>	<b>AMI Level</b>	<b>Density Equivalency Factor (DEF)</b>
Studio or 1-Bedroom Workforce/Hero Unit	≤120% AMI	<b>0.5 unit</b>
2-Bedroom Workforce/Hero Unit	≤120% AMI	<b>0.75 unit</b>
3+ Bedroom Workforce/Hero Unit	≤120% AMI	<b>1.0 unit</b>
Market-Rate Units (any size)	—	<b>1.0 unit</b>

This mechanism enables attainable housing production while maintaining total unit counts within the maximum density permitted by the underlying land-use category.

The WHHDB framework establishes:

- Eligibility and application requirements (§§ 24-58.1 & 24-58.2 reference);
- Design and quality standards ensuring workforce units are physically integrated and visually comparable to market-rate units;
- Long-term affordability and compliance monitoring (20-year minimum period); and
- Enforcement procedures and civil penalties for violations.

Adoption of this ordinance supports the City’s strategic goal of promoting attainable housing opportunities for essential workers while maintaining high design standards and neighborhood compatibility.

## CONSISTENCY WITH THE COMPREHENSIVE PLAN

---

The proposed Workforce and Hero Housing Program ordinance is supported by the following goals, objectives, and policies of the City of North Miami Beach Comprehensive Plan:

## Future Land Use Element

### Goal 1

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

#### Policy 1.2.1

The City shall ensure that infill and redevelopment efforts are balanced with the need to preserve community character, provide affordable housing, and preserve historic resources.

#### Policy 1.12.1

The City should promote the mixing of income levels in neighborhoods by encouraging the development of affordable housing in new and infill development projects that include a residential component.

#### Policy 1.12.6

The City shall continue to evaluate its existing housing stock conditions, and encourage the provision of housing that is affordable to and appropriate for households of all income levels and needs.

#### Policy 1.12.7

The city should periodically monitor the range of housing choices provided within its boundaries, and adjust codes, incentives and/or subsidies as necessary to encourage a variety of housing types and price ranges.

## Housing Element

### Goal 1

To assure the availability of adequate, safe, and affordable housing for all residents of North Miami Beach.

#### Objective 1.1

Assist the private sector in providing a diversity of housing types, including "in-fill" housing and redevelopment as appropriate, to achieve new owner-occupied and rental single-family units and multi-family units. In-fill housing is new housing on scattered vacant lots in neighborhoods which are largely developed. Redevelopment means new units in existing residential areas. Measures: Number of new housing units provided and resulting percentage of households in each income group.

#### Policy 1.1.1

In order to accommodate the market as it responds to the increased demand for a diversity of housing types, including middle, low, and very low-income single-family housing units, the City should investigate the possibility of identifying areas where changes to future land use designations, density and intensity restrictions, land development regulations, and urban design principles would be appropriate. In

accordance with the Coastal Management Element, density and intensity increases shall not be considered in the Coastal High Hazard Area.

**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 1.4.1**

The City shall support efforts to bring rental units within the reach of low and moderate income households, with a particular focus on infill lots and redevelopment areas west of Biscayne Boulevard.

**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.

**Objective 1.2**

Continue to utilize the appropriate mechanisms to address all housing issues, including redevelopment, rehabilitation, the quality of housing, housing affordability, and increasing home ownership City-wide.

**Policy 1.2.1**

The City shall continue to utilize the appropriate mechanisms for housing policy development as well as coordination and implementation of the housing policies contained in this plan.

---

## PLANNING AND ZONING BOARD ACTION

Based on the evidence and testimony presented at the November 10, 2025, the meeting minutes provided as *Attachment IV – Planning and Zoning Board Meeting Minutes*, the Planning and Zoning Board of the City of North Miami Beach voted **4 to 1** recommending approval of this ordinance to the Mayor and City Commission of the City of North Miami Beach by finding it consistent with the applicable Florida Statutes and the City of North Miami Beach Comprehensive Plan.

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## RECOMMENDED MOTION

Move to approve Ordinance No. 2025-XX, “Workforce and Hero Housing Density Bonus Program,” finding it consistent with Florida Statutes §163.3177, the City of North Miami Beach Comprehensive Plan, and the City’s Land Development Code.

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## FISCAL/BUDGETARY IMPACT

The proposed ordinance is **not expected to have a direct fiscal impact** on the city. Implementation will be administered within existing staff capacity of the Community Development Department through plan

review and annual compliance audits. Long-term affordability enforcement will be supported by existing Code Compliance mechanisms

# ATTACHMENT II – EXHIBIT A

\* \* \*

## CHAPTER XXIV ZONING AND LAND DEVELOPMENT

\* \* \*

### ARTICLE XXI. WORKFORCE AND HERO HOUSING DENSITY BONUS PROGRAM

#### Section 24-228. Workforce and Hero Housing Density Bonus Program

(A). **Intent and Purpose.**

- (1). Recognizing that a shortage of workforce and affordable housing in the City of North Miami Beach is detrimental to the general public health, safety, and welfare of the community, the City seeks to encourage the development of more such housing within the community.
- (2). The Workforce and Hero Housing Density Bonus Program is designed to incentivize development of more such housing through density equivalency factors—for the creation of affordable, workforce, and hero housing units within new or redeveloped residential and mixed-use projects.

(B). **Definitions.** The following words and terms used in this Chapter of the City of North Miami Beach Code of Ordinances related to Workforce and Hero Housing shall be given the meanings set forth in this Section. All words and terms not specifically defined in this section shall be given meaning as defined shall use their common, ordinary meanings, as the context may reasonably suggest. The reference for common, ordinary meanings shall be the latest online edition of the Merriam-Webster Dictionary.

**Area Median Income (AMI).** The median income for the Miami-Miami Beach-Kendall Metropolitan Statistical Area (MSA), adjusted for household size, as published annually by the U.S. Department of Housing and Urban Development (HUD).

**Workforce Housing Unit.** A dwelling unit affordable to households earning up to 120% of the Area Median Income.

**Hero Housing Unit.** A dwelling unit reserved for qualified public service professionals such as teachers, first responders, nurses, and public employees, affordable up to 140% of the AMI.

**Qualified Development.** A development in which at least ten percent (10%) of total proposed dwelling units are designated as workforce or hero housing units in accordance with this Article.

**Density Equivalency Factor (DEF).** A fractional value assigned to qualifying workforce or hero housing units for purposes of calculating residential density, as provided in accordance with this Article.

(C). **Eligibility and General Provisions.** Participation in the Workforce and Hero Housing Density Bonus Program is voluntary. All developments seeking density bonuses or fractional density recognition under this Article shall:

- (1). Comply with applicable zoning district standards and Comprehensive Plan density ceilings.
- (2). Provide recorded restrictive covenants ensuring affordability compliance for a minimum period of thirty (30) years.
- (3). Bonuses and equivalency factors may be combined with other local, state, or federal housing incentives, provided the total density does not exceed the maximum permitted under the City’s adopted Comprehensive Plan.
- (4). Bonus residential density is limited to a maximum of thirty percent (30%) of the maximum allowable residential density.
- (5). A minimum of two-thirds (2/3) of all bonus residential dwelling units are required to be meeting and be restricted to workforce and hero housing.
- (6). Submit to the Director of Community Development or designee for review, an affordability plan which shall:
  - a. Contain all technical data related to current AMI, unit sizes and counts, copy of proposed restrictive covenant, and any other such documents
  - b. Be reviewed by the Technical Review of Application for Development (TRAD) Committee, which shall include the Director of the Department of Housing and Economic Development or designee.

(D). **Fractional Density Calculation for Workforce and Hero Housing Units**

- (1). **Establishment of Density Equivalency Factors.** For the purpose of calculating allowable residential density, qualifying workforce or hero housing units shall be assigned fractional equivalency values according to the following table:

Unit Type	AMI Level	Density Equivalency Factor
<b>Studio or 1-Bedroom Workforce/Hero Unit</b>	≤140% AMI	<b>0.5 unit</b>
<b>2-Bedroom Workforce/Hero Unit</b>	≤140% AMI	<b>0.75 unit</b>
<b>3+ Bedroom Workforce/Hero Unit</b>	≤140% AMI	<b>1.0 unit</b>
<b>Market-Rate Units (any size)</b>	—	<b>1.0 unit</b>

- (2). **Computation of Total Permitted Units.** The total number of dwelling units permitted on a site shall be determined by summing the products of each unit type multiplied by its Density Equivalency Factor value, not to exceed the maximum number of equivalent dwelling units allowed by the applicable zoning district.
- (3). **Rounding.** When the application of Density Equivalency Factor results in a fractional number of total dwelling units, the result shall be rounded down to the nearest whole number.

- (4). **Applicability.** Fractional density calculations shall apply to qualifying projects City-wide and shall not require the establishment of a separate overlay district.

(E). **Administrative Procedures**

- (1). Developers shall submit a Density Equivalency Calculation Table at the time of site plan or conditional use review.
- (2). Density Equivalency Calculation compliance shall be determined by the Director of Community Development or designee prior to:
  - a. Final site plan approval
  - b. Issuance of any building permit
- (3). The issuance of a Certificate of Occupancy (CO) or Temporary Certificate of Occupancy (TCO) is prohibited prior to the submission of proof of recording in the records of the Clerk of Courts of Miami-Dade County of the required restrictive covenants.
- (4). Monitoring reports shall be:
  - a. Required annually to ensure compliance with affordability covenants and occupancy standards
  - b. Submitted to the Director of Housing and Economic Development or designee

- (F). **Compliance and Enforcement.** Violations of this Article shall constitute a code enforcement violation enforceable pursuant to all applicable provisions of the Code of Ordinances of the City of North Miami Beach including but not limited to Chapter XVI Building and Housing, Chapter XXIV Land Development Regulations, and may result in revocation of any bonus entitlements granted under this Article.



# City of North Miami Beach, Florida

## Community Development Department

### Planning and Zoning Board Meeting Minutes

Monday, November 10, 2025 - 6:00 P.M.

Mark St. Vil called the meeting to order at 6:04 PM

#### 1. Call to Order

**Board Members:**

Mark St. Vil, Chair  
Daniel Heisler  
Julian Kresiberg  
Gregory Thomas  
Ruth Ogen

**Staff:**

Zafar Ahmed, Community Development Director  
Mitchell Austin, Assistant Com. Development Director  
Daniel Lozandier, Senior Planner  
Javier Parra-Garcia, Planner

**Absent:**

The Pledge of Allegiance was recited.

#### 2. Approval of Minutes and Next Meeting Date

Minutes of the July 14, 2025 meeting have been approved

Next Planning and Zoning Board Meeting Scheduled for December 8, 2025

#### 3. Chair Report

NO REPORT

#### 4. General Public Comments

NO COMMENTS

#### 5. Quasi-Judicial Public Hearing



# City of North Miami Beach, Florida

## Community Development Department

NO ITEMS

### 6. Legislative Items

#### I. Sustainability Master Plan

- a. Mitchell Austin, Assistant Comm. Devel. Director Presents at 6:08 PM
- b. Julian Kreisberg, Board member, asks if this is the prerequisite for City Commission
- c. Mitchell answers yes, as the designated local planning agency, as required by Florida Statute, the Planning and Zoning Board sits to provide advice or recommendations to the elected body, the City Commission, and Mayor regarding Planning items.

**Motion** made at 6:15 PM for approval by Gregory Thomas and was seconded by Julian Kreisberg

<b>Chair, Mark St. Vil</b>	YES
<b>Daniel Heisler</b>	YES
<b>Ruth Ogen</b>	YES
<b>Julian Kreisberg</b>	YES
<b>Gregory Thomas</b>	YES

#### II. Home-Based Business Ordinance

- a. Mitchell presents at 6:34 PM
- b. Daniel Heisler, board member, says this is to clean up to comply with Florida Statutes.
- c. Mitchell responds yes, that's the intent. One of the things that Community Development leadership staff pointed out in the commission budgetary workshop earlier this year, was that working with this code we are new to, because we both the director and I have been here less than a year, is that there is a lot of antiquated language in our code of ordinances and a lot of inconsistencies



## **City of North Miami Beach, Florida**

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### **Community Development Department**

because the AD HOC nature that typically occurs with adopting code of ordinances and working with them over time and updating. So it's a priority for us to engage in this update process as we find things that are pertinent and relevant to things that we're encountering. Business Tax Receipt application is one of those things that we encounter on a fairly regular basis. So we need to get this cleaned up for operational efficiency.

- d. Ruth Ogen, board member, asks how the city will verify if a home-based business exists. Some people would try to avoid paying. How can you verify if there is a business?
- e. Mitchell Austin responds that enforcement is a constant problem even on commercial properties. We have business that routinely opens, and because they have to go through the Department of Environmental Protection approval process at Miami-Dade County, and are issued a receipt for having paid the fees. Many businesses, especially the people that are new to the business community, think that's all they need, and they fail to come to us to get the local business tax receipt from the municipality. That's not a North Miami Beach problem; it's a universal issue county-wide.
- f. Ruth responds I understand but they have a location in a commercial area but in a residential area, how would you verify?
- g. Mitchell Austin responds so it would be a complaint driven process just like most code compliance. There is no way to proactively patrol with code compliance officers to see if somebody is operating a home based business in their residence. What we have found recently with a couple of applications that have come through, they need to make sure they have this in order to get business loans or lines of credit. Otherwise, there is no way to proactively patrol.
- h. Mark St. Vil, Chair, identifies a scrivener's error in the attached ordinance, second page, section (two) 2, subsection (two) 2, you are missing a Y on the word "applying" for business tax receipt.
- i. Mitchell acknowledges error.
- j. Mark says I understand what's going on. Unfortunately, I've been around government a long time, so I know that it's not a random occurrence that one section says something that completely contradicts the second section. I understand that twelve (12) is coming in to define things that are not mentioned in twenty-four (24)



# City of North Miami Beach, Florida

## Community Development Department

so hopefully it will put us all on the same path. I have no further questions.

- k. Mitchell mentions that the scrivener's error will be pointed out and corrected before this goes to the city commission.

**Motion** made at 6:52 PM for approval by Gregory Thomas and was seconded by Ruth Ogen

<b>Chair, Mark St. Vil</b>	YES
<b>Daniel Heisler</b>	YES
<b>Ruth Ogen</b>	YES
<b>Julian Kreisberg</b>	YES
<b>Gregory Thomas</b>	YES

### III. Public Notice Zoning Amendment

- a. Mitchell Austin presents at 6:53 PM
- b. Mark St. Vil asks if this impacts the large posterboard requirement.
- c. Mitchell Austin responds the posting of the property is still required by Florida Statute. This is exclusively for the legal ads and transitioning from the newspaper to the approved county-wide website.
- d. Mark asks if applicants are going to be advised that the city is now operating on the county's website. Is this going to be an initiative where you're putting information out so people know to update? Or is there a plan contemplated in the proposed budget and which do you think we're going to have as far as savings compared to last year?
- e. Mitchell responds operationally if this ordinance is adopted, yes we would notify applicants during the pre-application phase of fees associated with their proposed application. So in that process, we would notify them that the advertisement fees would be x,y, and z instead of a, b, and c.



## ***City of North Miami Beach, Florida***

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### ***Community Development Department***

- f. Mark asks so it's not going to be a full outreach; it would be applicant-based when they are coming in.
- g. Mitchell responds correct.
- h. Ruth Ogen asks once it's approved by the commission, when does it go into effect?
- i. Mitchell Austin responds so it is an ordinance, and it has to be read twice. So if the first reading is in December, the second would be in January. The proposal is for it to go into effect immediately. However, the wild card is the final approval of the interlocal agreement. The resolution is on the city commission agenda for November 17. However the interlocal agreement has to be executed between the city and Miami Dade County. I'm not sure how long that administrative process will take.
- j. Ruth asks about advertising to the herald at least once annual
- k. Mitchell responds yes one time annually, we would have to advertise, notifying the public that our legal ads for general purposes are located in the Miami-Dade County website. Several other adjacent municipalities across the county are already participating in this with Miami-Dade County. Hialeah and Miami Gardens are in the list of seven (7) or eight (8).
- l. Gregory Thomas asks about the cost avoidance numbers, does it include the cost to maintain this. I assume you have to have a staff member run this by whoever needs to see it. Was that expense included?
- m. Mitchell responds so as far as what staff has on the table on the screen. The Miami Dade County website, that number includes, I believe, three (3) seats for Planning and Zoning staff to post those legal ads on the Miami Dade County Website and then the annual advertisement with the Miami Herald. In terms of legislative items, those would be the only costs on an annual basis. For Zoning applicants, the Land Development Fee Schedule allows the city to charge actual fees for the advertisement, so currently that's under seventeen hundred dollars (\$1,700) per ad with the Miami Herald and an additional two hundred dollars (\$200) for processing a legal ad. That administrative processing fee would be retained in the process. Given the value of the processing fee and the use of the website for both legislative and zoning applications its possible that would be the only fee the two hundred dollars (\$200) but that has to be evaluated once we get the real numbers.



# City of North Miami Beach, Florida

## Community Development Department

**Motion** made at 7:10 PM for approval by Gregory Thomas and was seconded by Julian Kreisberg.

<b>Chair, Mark St. Vil</b>	YES
<b>Daniel Heisler</b>	YES
<b>Ruth Ogen</b>	YES
<b>Julian Kreisberg</b>	YES
<b>Gregory Thomas</b>	YES

#### IV. Workforce and Hero Housing Ordinance

- a. Zafar Ahmed, Community Development Director, presents at 7:12 PM
- b. Daniel asks how it will be enforced.
- c. Zafar responds before the rent agreement is signed by the developer or property manager, they have to send the application to Community Development for employment verification. Once they are verified, they can qualify for the rent.
- d. Daniel asks so for each applicant they would send the city information once a year?
- e. Zafar responds once a year. If there are 20 units we have to certify that the applicants qualify for the rent. These include police, doctors, nurses, teachers qualify for this program.
- f. Daniel responds so basically what you're doing is incentivizing the developer to introduce smaller size units into the marketplace?
- g. Zafar responds yes so that their development would have additional units dedicated to workforce housing.
- h. Daniel asks smaller?
- i. Zafar responds smaller up to three (3) bedrooms would be considered as one (1), two (2) bedrooms would be point seven five (.75), one (1) bedroom would be point five (.5) or studio.
- j. Daniel asks how would this impact or would it impact condominium sales?
- k. Zafar responds this is not a sale program, it's a rental program, a density bonus program. We are not offering any other incentive.
- l. Daniel asks how this compares with live local act?



## **City of North Miami Beach, Florida**

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### **Community Development Department**

- m. Zafar responds live local act is something different because it takes into consideration maximum densities. It allows developers to build at the highest possible densities within a certain area. This is only valid in the mixed-use districts. We cannot exceed the densities in those areas or the height. Within the current requirements, we are proposing a way to provide additional units that will be affordable.
- n. Daniel asks about streamlining the permit process and the amount of time it takes to get a project off the ground. Does this address that?
- o. Zafar responds there is a separate incentive program, an ordinance that I'm working with the city commission that will introduce something to that effect but this is strictly a bonus program. It's not about development fees or rebates or financial incentives.
- p. Daniel Heisler asks and it works in Orlando?
- q. Zafar responds that there is one in Orlando and one in Fort Lauderdale. I did some research that developers have introduced, and it's working.
- r. Daniel says when you chop things up, I'm not crazy about the whole thing. When you make things smaller, it actually adds costs to the development.
- s. Zafar responds it's not chopping after the fact. It's the additional units that are a proportionate size but are smaller than the regular sizes.
- t. Daniel says I'm in commercial real estate, when I have a big space and I have to divide the space into smaller spaces. It's much more costly. The walls, kitchens, bathrooms, and all this stuff are going to cost more for the additional units.
- u. Zafar responds that cost is a different factor. This is about additional units. How do you provide units within the same capacity that is approved?
- v. Daniel says you want to encourage the developer to offer a lower rate for those who meet the criteria, but in order to do that, you have to lower the cost of the development somehow. So the developer can afford to do the workforce housing.
- w. Zafar responds agreed, commissioner Chernoff has an initiative in place. It was already considered in a prior commission meeting; it required some additional work, and the commission has sent it



## ***City of North Miami Beach, Florida***

### ***Community Development Department***

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back to us for further revision. The commission is aware that this is an issue. This is strictly to provide additional units within the requirements.

- x. Ruth asks will a one-bedroom in the workforce housing be the same size as a market rate one-bedroom?
- y. Zafar responds yes, that is one of the criteria, it has to be the same specifications, same sizes, same finishes no different from any market rate unit. It also must be found and accessed like any market rate unit.
- z. Ruth asks let's say the development would have one hundred units (100), they would now be able to have one hundred and thirty units because the one bedrooms would be counted as halves. So all the units in the development are going to be smaller because you're cramming more units in the same footprint. So a one bedroom that is one thousand (1000) square feet is going to be eight fifty (850)?
  - aa. Zafar responds They are both going to be the same size, it doesn't change that.
  - bb. Ruth asks about the Building Department enforcing this.
  - cc. Zafar responds its not the Building Department, it's the Community Development Department. It's an agreement that the property manager has to sign with the city
  - dd. Mark says that their selling point is that there are going to be upfront costs, and it's going to be 20 years of having to be subject to this program. After that period, you can go market rate. City of Miami down in Brickell is doing this by increasing the height of the building.
  - ee. Zafar says this program is to find a solution and work with the limitations we have based on infrastructure and development needs
  - ff. Joseph Geller, City Attorney, says that from a developer's perspective, what is going to raise the cost for a developer is going to increase height. As long as the footprint and height remain the same, there will be no additional costs for the developers. There are going to be other funds available for the fact that their incorporating workforce housing into their development. The additional cost savings will come in the form of tax abatements and other incentives that are available locally, state level, and federally for including workforce housing. Eventually, in 20 years



# City of North Miami Beach, Florida

## Community Development Department

when the units go market rate, there will be an increase in revenue due to the additional units.

- gg. Mark asks about the summary in the provision in subsection 3 which talks about bonus density requirements. It states that they are capped at thirty percent (30%) for two-thirds of the bonus units to be affordable or hero housing.
- hh. Zafar responds that they can't just have proportional units and then unlimited. They cannot have more than thirty percent (30%) allocated to the workforce. So if there is a 200-unit development, thirty percent of those units can be allocated for workforce housing. With this proportionate density, you can add another fifteen(15) or twenty (20) units within that envelope.

**Motion** made at 7:45 PM to accept by Julian Kreisberg and was seconded by Gregory Thomas

<b>Chair, Mark St. Vil</b>	YES
<b>Daniel Heisler</b>	YES
<b>Ruth Ogen</b>	NO
<b>Julian Kreisberg</b>	YES
<b>Gregory Thomas</b>	YES

### V. Land Development Fee Study

- a. Mitchell Austin presents at 6:16 PM
- b. Julian Kreisberg asks if we are just accepting this study but were not putting it into effect.
- c. Mitchell Austin responds the resolution is to accept, if the mayor and city commission adopt the resolution accepting the study. The implementation that is called for in the resolution, directs the city manager and his staff to draft a revised ordinance to be considered by the mayor and city commission to enact the study's findings.
- d. Mark asks if it will be presented with the figures that are attached as Exhibit A, Correct?



## ***City of North Miami Beach, Florida***

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### ***Community Development Department***

- e. Mitchell Austin responds Correct.
- f. Mark asks and is this whole impartial, or can we make recommendations if we want but can the city commission also make changes to the findings that Raftelis came up with? I'm reading in the little summary and it says they look at municipalities throughout the country and my concern is are we also in line with local municipalities, are we in line with what we're seeing in Dade and Broward Counties?
- g. Mitchell Austin responds the study parameters, and the consultant can speak to this in depth at the city commission meeting. Unfortunately, the way the contract was structured, we only have one presentation from them. The consultant works nationwide and internationally to some extent. They have a database of all these things and do perform extensive work in the state of Florida and within south Southeast Florida to Miami-Dade, Broward, and Palm Beach Counties. So they do have relevant data to look at. The final calculation on how the fees are supposed to be structured are based on the individual process or processes that we as staff laid out for them in the interview they did of our staff to determine how things move through the process from submittal to approval of city commission.
- h. Mark says so they are able to compare the workflow of the process in comparison to what's actually being charged from other municipalities to come up with some type of equation that takes into account both factors.
- i. Mitchell Austin responds what the comparison with other Municipalities is regarding, does our process seem reasonable, is it similar to those. Our costs are directly derived based on the total compensation hourly rate that our employees are receiving.
- j. Daniel asks about the cost of the study.
- k. Mitchell responds I don't have that figure off the top of my head. This purchase order for this study was also combined with land development fees and building permit fees. There was some policy question regarding the building department enterprise fund, to building permit portion of this project is nowhere near close to complete. So the total project is somewhere in the order of one hundred fifty thousand dollars (\$150,000) but I'm not sure what percentage of that this study presents. I can get that answer for you and provide it to the board members via email. So it's the



# City of North Miami Beach, Florida

## Community Development Department

smaller portion of the purchase order because this part of the project was less complicated than the Building permit fee portion.

- l. Daniel asks if it would make sense to tie an increase of the fees to CPI every year or every x number of years?
- m. Mitchell responds that it is not documented in the information that you received because we are still receiving more information from the consultant even as late as Friday of last week. That's part of their recommendation is to tie this in some way to increases, not necessarily into CPI but into the direct employment costs that we have on an annual basis. Then have a comprehensive five (5) year look, which given the data tables that we have as part of the deliverables from the consultant, we can actually do that in-house.

**Motion** made at 6:32 PM for approval by Julian Kreisberg and was seconded by Daniel Heisler

<b>Chair, Mark St. Vil</b>	YES
<b>Daniel Heisler</b>	YES
<b>Ruth Ogen</b>	YES
<b>Julian Kreisberg</b>	YES
<b>Gregory Thomas</b>	YES

### 7. Discussion

- I. Miami-Dade County Local Mitigation Strategy**
  - a. Mitchell presents at 7:47 PM

### 8. Staff Comments



# **City of North Miami Beach, Florida**

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**Community Development Department**

## **9. Upcoming Meeting**

The next Planning & Zoning Board meeting is scheduled for Monday, December 8, 2025

## **10. Adjournment**

DRAFT



**Legislation  
11.3.**

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

**MEMORANDUM**

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Commissioner Lynn Su
<b>VIA:</b>	Andrew Plotkin, Interim City Manager
<b>DATE:</b>	January 20, 2026

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**RE:** Ordinance No. 2026-01 (First Reading) Creating Condominium, Cooperative and Homeowners Associations Transparency and Accountability (Commissioner Lynn Su)

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**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY**

**IMPACT:**

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**ATTACHMENTS:**

Description

- Ordinance
- Business Impact Statement
- Staff Report

**RESOLUTION NO. R2026-XX**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, CREATING THE “CONDOMINIUM, COOPERATIVE, AND HOMEOWNERS ASSOCIATIONS TRANSPARENCY AND ACCOUNTABILITY ORDINANCE.” ESTABLISHING REGISTRATION REQUIREMENTS FOR ASSOCIATIONS; REQUIRING DISCLOSURE OF KEY DOCUMENTS; ALIGNING WITH THE REQUIREMENTS OF HB 913 (2025) AS ADOPTED BY THE FLORIDA LEGISLATURE; REQUIRING ANNUAL REPORTING TO THE STATE; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of North Miami Beach is home to hundreds of condominium, cooperative, and homeowners’ associations; and

**WHEREAS**, it is in the public interest to increase transparency, accountability, and safety within these associations; and

**WHEREAS**, the Florida Legislature enacted House Bill 913 during the 2025 Legislative Session to strengthen governance, structural safety, financial transparency, and oversight of condominium and cooperative associations; and

**WHEREAS**, this ordinance is intended to align with the requirements of HB 913 (2025), as adopted by the Florida Legislature, including provisions for Structural Integrity Reserve Studies (SIRS), milestone inspections, financial disclosures, and mandatory reporting to the Department of Business and Professional Regulation (DBPR); and

**WHEREAS**, pursuant to Chapter 166, Florida Statutes, the City has the authority to enact ordinances that protect the public health, safety, and welfare, including regulation of community associations within its jurisdiction; and

**WHEREAS**, the City Commission finds this Ordinance to be necessary for the public health, safety, and welfare;

**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 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.** The Condominium, Cooperative, and Homeowners Associations Transparency and Accountability Ordinance shall read as follows:

**SECTION 1. SHORT TITLE**

This ordinance shall be known as the “Condominium, Cooperative, and Homeowners Association Transparency and Accountability Ordinance.”

**SECTION 2. DEFINITIONS**

“Association” means a condominium association, cooperative association, or homeowner’s association as defined in Chapters 718, 719, and 720, Florida Statutes, respectively.

“Milestone Inspection” means the structural inspections required pursuant to Section 553.899, Florida Statutes, as amended by HB 913.

“Structural Integrity Reserve Study (SIRS)” means the reserve study required pursuant to Section 718.112(2)(g), Florida Statutes.

**SECTION 3. REGISTRATION REQUIREMENTS**

All associations operating within the City shall register annually with the City Clerk or their designee. The registration must include the following, submitted via the City’s designated online portal unless otherwise approved in writing by the City Clerk:

1. Name of the association
2. Business address and legal description of the properties
3. Contact information for the property manager or designated contact
4. List of officers and directors with mailing and email contact information
5. Website, if any
6. Corporate seal, if any
7. By-laws and association rules (most recent versions)
8. List of planned capital projects through January 1 of the following year
9. Adopted annual budget
10. Recorded declaration of condominium and amendments

11. Posting location for building permits
12. Pending litigation (cases filed within the past three years)
13. Insurance agent contact
14. Date of original building certification
15. Status of structural recertification
16. Most recent structural or safety inspection report
17. Name and license of community association manager (CAM) and CAM firm

#### **SECTION 4. ANNUAL UPDATE**

By January 30th of each year, each association shall submit an updated registration reflecting any changes to the required information. Failure to submit updated information shall be considered noncompliance under Section 6 of this Ordinance.

#### **SECTION 5. FEES**

An annual registration fee of \$150 shall be submitted with each application or renewal. The City Manager may establish additional administrative procedures regarding fee collection. Fee waivers may be considered under limited circumstances upon written request.

#### **SECTION 6. ENFORCEMENT**

- (a) If an association fails to register by the due date, the City shall issue a written Notice of Noncompliance, allowing 30 calendar days to cure the violation.
- (b) If no corrective action is taken within 45 days, the City may post a Notice of Noncompliance at the association's main entrance and notify all unit owners by mail or email, if available.
- (c) A civil fine of \$500 shall be assessed on the 45th day of noncompliance. A subsequent fine of \$1,000 shall be assessed on the 60th day of noncompliance.
- (d) The City may pursue enforcement through its Code Compliance Division or Special Magistrate, consistent with Chapter 162, Florida Statutes.

#### **SECTION 7. STATE COMPLIANCE AND REPORTING**

Pursuant to HB 913, all associations subject to state-mandated milestone inspections or Structural Integrity Reserve Studies (SIRS) shall:

- Submit reports and documentation to the City annually.
- Provide evidence of compliance or a timeline for required repairs.

- Authorize the City to report required data to the Department of Business and Professional Regulation (DBPR) by October 1 of each year.  
The City's role is to facilitate compliance and reporting but does not replace the association's obligations under state law.

**SECTION 8. SEVERABILITY**

If any part of this Ordinance is found invalid by a court, the remainder shall remain in full force and effect.

**SECTION 9. CODIFICATION**

This Ordinance shall be incorporated into the City Code and the *sections may be renumbered, as necessary.*

**SECTION 10. EFFECTIVE DATE**

This Ordinance shall become effective immediately upon adoption and shall apply to all associations operating within the City as of the effective date.

[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 **20th day of January 2026**.

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

## **BUSINESS IMPACT STATEMENT**

Pursuant to Section 166.041(4), Florida Statutes and City Ordinance Requirements

### **ORDINANCE TITLE:**

Condominium, Cooperative, and Homeowners Association Transparency and Accountability Ordinance

### **DESCRIPTION OF ORDINANCE:**

This ordinance establishes registration, documentation, and compliance requirements for condominium, cooperative, and homeowners associations operating within the City of North Miami Beach. It aligns with the requirements of Florida House Bill 913 (2025) and includes provisions for annual registration, disclosure of governance and financial documents, structural safety inspections, and penalties for noncompliance.

### **BUSINESS ENTITIES IMPACTED:**

This ordinance primarily impacts residential associations that operate as not-for-profit corporations under Chapters 718, 719, or 720, Florida Statutes. These include condominium associations, cooperative associations, and homeowners associations with multi-family units located in the City of North Miami Beach.

### **ESTIMATED REGULATORY COST TO BUSINESSES:**

The ordinance imposes a \$150 annual registration fee for each qualifying association. Additional compliance costs may include administrative time to compile and submit required documents and reports. Most associations already maintain these documents and submit them under state law, so incremental costs are expected to be minimal for associations operating in good standing.

### **RATIONALE FOR ADOPTION:**

This ordinance is necessary to enhance local transparency, promote structural safety, improve financial oversight, and ensure alignment with recently enacted state legislation (HB 913). It enables the City to assist with state reporting requirements and respond proactively to resident concerns regarding association operations.

### **STATEMENT OF COMPLIANCE WITH SECTION 166.041(4), F.S.:**

This Business Impact Statement complies with the requirements of Section 166.041(4), Florida Statutes, and confirms that the City has considered the impact of the proposed ordinance on local business entities, including not-for-profit corporations and residential associations.

Prepared by: Zafar N. Ahmed

Title: Director of Community Development

Date: July 30, 2025



**Community Development Department – Planning & Zoning Division**  
**17050 NE 19<sup>th</sup> Avenue, 1<sup>st</sup> Floor**  
**North Miami Beach, FL 33162**  
**(305) 948-2966**

CITY COMMISSION MEETING		
Legislative Ordinance		
<b>Meeting Date:</b> XX/XX/2025	<b>File No:</b> 25-XXX	<b>Application Name:</b> <b>Condominium, Cooperative, and Homeowner Association Transparency and Accountability Ordinance</b>
<p><b>Request:</b> To ensure local alignment and reinforce these state mandates, the City proposes the creation of the <b>“Condominium, Cooperative, and Homeowner Association Transparency and Accountability Ordinance.”</b></p>		
<p><b>Background:</b></p> <p>The City of North Miami Beach is home to a significant number of condominium, cooperative, and homeowner associations. These associations are responsible for managing multi-unit residential properties, shared infrastructure, and community assets, directly impacting the quality of life for thousands of residents.</p> <p>In response to increasing concerns regarding structural safety, financial mismanagement, lack of transparency, and insufficient communication between associations and local government, the Florida Legislature enacted <b>House Bill 913</b> in 2025. HB 913 mandates structural inspections, reserve studies, and state-level reporting requirements to enhance the accountability and safety of community associations.</p> <p>To ensure local alignment and reinforce these state mandates, the City proposes the creation of the <b>“Condominium, Cooperative, and Homeowner Association Transparency and Accountability Ordinance.”</b></p>		
<p><b>Staff Analysis:</b></p> <p><b>II. PURPOSE AND INTENT</b></p> <p>The primary goals of the proposed ordinance are to:</p> <ul style="list-style-type: none"> <li>• Improve transparency and accountability within residential community associations;</li> <li>• Establish a local registration and documentation process;</li> <li>• Track structural and financial compliance;</li> <li>• Support residents with access to key information;</li> <li>• Coordinate with state-mandated reporting requirements under HB 913;</li> <li>• Enhance safety oversight and long-term community resilience.</li> <li>•</li> </ul>		



**Community Development Department – Planning & Zoning Division**  
**17050 NE 19<sup>th</sup> Avenue, 1<sup>st</sup> Floor**  
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**(305) 948-2966**

### III. SUMMARY OF COMPLIANCE WITH CODE OF ORDINANCES

The ordinance includes the following key components:

- 1. Annual Registration Requirement:**  
All associations must submit an annual registration form to the City Clerk containing critical administrative and structural information.
- 2. Required Documentation:**  
Associations must provide organizational documents, inspection reports, litigation status, insurance details, and other materials to maintain transparency.
- 3. State Compliance Alignment:**  
Associations subject to milestone inspections or Structural Integrity Reserve Studies (SIRS) must submit compliance reports to the City and authorize the City to forward data to the Department of Business and Professional Regulation (DBPR).
- 4. Fees:**  
A \$150 annual registration fee is required to support administrative processing and oversight.
- 5. Enforcement:**  
A progressive enforcement framework includes warnings, fines (\$500–\$1,000), public notice of noncompliance, and potential referral to the City’s Code Compliance Division.
- 6. Public Access and Transparency:**  
Registered information will be used to develop a searchable database and improve communication with residents.

### IV. ALIGNMENT WITH CITY POLICY GOALS

#### **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. The proposed text amendment ordinance is consistent with and furthers the following policies of the North Miami Beach Comprehensive Plan:

#### **Policy 1.3.1**

Enforce the City Property Standards Ordinance to achieve correction of substandard housing.

#### **Policy 1.3.3**

Work with the residents of each neighborhood to achieve stabilization and revitalization of the City’s residential areas through the implementation of programs and capital improvements specifically aimed at improving the quality of those areas.

#### **Policy 1.3.4**

Continue to implement inspection and code enforcement programs to ensure housing quality and safety.



**Community Development Department – Planning & Zoning Division**  
**17050 NE 19<sup>th</sup> Avenue, 1<sup>st</sup> Floor**  
**North Miami Beach, FL 33162**  
**(305) 948-2966**

In Summary: This ordinance supports the City's Comprehensive Plan and Strategic Priorities by:

- Promoting **safe and resilient housing**;
- Enhancing **government transparency and responsiveness**;
- Improving the **quality of life in multifamily and HOA communities**;
- Strengthening **intergovernmental coordination** with state regulatory agencies.

**V. FINANCIAL IMPORDINANCE**

The annual registration fee will offset administrative costs associated with tracking, processing, and compliance enforcement. No additional budget appropriation is required at this time.

**VI. RECOMMENDATION**

Staff recommends **approval of Ordinance No. 2025-XXX** to implement the Condominium, Cooperative, and Homeowner Association Transparency and Accountability Ordinance.

This ordinance will establish a foundation for improved transparency, structural oversight, and public trust in North Miami Beach’s residential associations

<p><b>Project Planner:</b>          Name          Title          Department</p>	<p><b>Review Dates:</b>  <u>Planning &amp; Zoning Board:</u>          XX XX, 2025</p> <p><u>City Commission Meeting:</u>          XX XX, 2025 (1<sup>st</sup> Reading)          XX XX, 2025 (2<sup>nd</sup> Reading)</p>	<p><b>Submittal Attachments</b></p> <ol style="list-style-type: none"> <li>1. Staff Report</li> <li>2. Ordinance</li> <li>3. Business ImpOrdinance Statement Form</li> <li>4. Presentation</li> </ol>
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**Legislation  
11.4.**

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

**MEMORANDUM**

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	Commissioner Lynn Su
<b>VIA:</b>	Andrew Plotkin, Interim City Manager
<b>DATE:</b>	January 20, 2026

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**RE:** Resolution No. R2026-09 Supporting the Display of the National Motto "In God We Trust" in the City Commission Chambers (Commissioner Lynn Su)

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**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY**

**IMPACT:**

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**ATTACHMENTS:**

**Description**

- Resolution
- IGWT Legal Opinion
- IGWT National List

**RESOLUTION NO. R2026-XX**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, SUPPORTING THE DISPLAY OF THE NATIONAL MOTTO “IN GOD WE TRUST” IN THE CITY COMMISSION CHAMBERS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, “In God We Trust” became the United States national motto on July 30, 1956;

**WHEREAS**, the words have been used on U.S. currency since 1864; and

**WHEREAS**, the slogan is engraved above the entrance to the United States Senate Chamber as well as above the House Speaker’s dais in the United States House of Representatives; and

**WHEREAS**, in both war and peace, these words have been a profound source of strength and guidance to many generations of Americans; and

**WHEREAS**, the City desires to display this slogan in the Chambers of the North Miami Beach City Commission to solemnize public proceedings.

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

**Section 1.** The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

**Section 2.** The City Commission hereby authorizes the display of “IN GOD WE TRUST” in the City Commission Chambers, and the City Manager is authorized do any and all other things which may be necessary to effectuate this resolution.

**Section 3.** If any provision, section, phrase, or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

**Section 4.** This Resolution shall become effective immediately upon its adoption.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled this **20th day of January 2026.**

ATTEST:

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

\_\_\_\_\_  
MICHAEL JOSEPH  
MAYOR

(CITY SEAL)

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

GREENSPOON MARDER LLP.

By: \_\_\_\_\_  
JOSEPH S. GELLER  
CITY ATTORNEYS

**CAPITAL OFFICE**

P.O. Box 276600 • Sacramento, CA 95827  
916.857.6900 • FAX 916.857.6902

**SOUTHERN CALIFORNIA OFFICE**

P.O. Box 11630 • Santa Ana, CA 92711  
714.796.7150 • FAX 714.796.7182

**SF BAY AREA OFFICE**

212-9th Street • Oakland, CA 94607  
510.834.7232 • FAX 510.834.8784



**PACIFIC JUSTICE  
INSTITUTE**

EDWIN MEESE, III, ESQ.  
*Former Attorney General  
Advisory Board Chairman*

BRAD W. DACUS, ESQ.  
*President*

KEVIN T. SNIDER, ESQ.  
*Chief Counsel*

Jacquie Sullivan  
Founder/President  
In God We Trust -- America, Inc.  
Bakersfield, California

**Re: "In God We Trust" Displays**

Dear Ms. Sullivan,

It has come to our attention that your organization is promoting displays throughout the nation commemorating the national motto, "In God We Trust." We are writing to offer our perspective on this important issue, and also to offer our representation at no charge should any government entities which approve the displays encounter any legal opposition.

By way of introduction, Pacific Justice Institute is a nonprofit organization which specializes in defending religious liberty, including our nation's religious heritage. PJI is currently an intervener/defendant which, alongside the U.S. Department of Justice, is providing the legal defense in *Newdow v. Lefevre*, a lawsuit challenging the inclusion of the national motto on our nation's currency.

As you may have heard, the federal Ninth Circuit Court of Appeals unanimously agreed with our position that the motto is constitutional. In its decision filed March 11, 2010, the Ninth Circuit explained that displaying such a venerable reminder of our national heritage and identity as the national motto is unquestionably constitutional.

The Ninth Circuit's ruling follows every other court and judge in the nation that has considered the national motto, including the following:

- *Lambeth v. Bd. of Comm'rs of Davidson County*, 407 F.3d 266 (4<sup>th</sup> Cir. 2005), held a county board's decision to authorize inscription of "In God We Trust" on facade of county government center did not constitute a violation of the Establishment Clause.
- *Schmidt v. Cline*, 127 F.Supp.2d 1169 (D. Kan. 2000), held constitutional the placement in a county building of posters bearing the motto. The court relied on a previous Tenth Circuit decision finding that the motto has a secular purpose akin to Justice O'Connor's well-known references to "ceremonial deism".
- *Myers v. Loudoun County School Bd.*, 251 F. Supp. 2d 1262 (E.D. Va. 2003), upheld as constitutional a school's implementation of a state statute requiring schools to post the national motto in every public school building.

Pacific Justice Institute  
Page 1 of 2, Letter to In God We Trust America  
June 4, 2010

*"Raising the Torch of Justice for Our Civil Liberties"*  
[www.pacificjustice.org](http://www.pacificjustice.org)

- Numerous Supreme Court decisions and opinions of individual justices have pointed to the national motto as an example of constitutionality, *see, e.g. Wooley v. Maynard*, 430 U.S. 705, 717, n.15 (1977); *Lynch v. Donnelly*, 465 U.S. 668, 693 (1984); *County of Allegheny v. ACLU*, 492 U.S. 573, 602-3 (1989); *Stone v. Graham*, 449 U.S. 39, 45 (1980) (Rehnquist, J., concurring); *School Dist. of Abington Twp. v. Schempp*, 374 U.S. 203, 303 (1963) (Brennan, J. concurring); *Marsh v. Chambers*, 463 U.S. 783, 818 (1983) (Brennan, J. dissenting); *Santa Fe Indep. Sch. Dist. v. Doe*, 530 U.S. 290, 322-323 (2000) (Rehnquist, C.J. dissenting); *Van Orden v. Perry*, 125 S.Ct. 2854, 2879 (2005) (Stevens, J. dissenting); *McCreary County v. ACLU*, 125 S.Ct. 2722, 2750 (2005) (Scalia, J. dissenting).

As the foregoing cases attest, numerous legal authorities at all levels of the federal judiciary and throughout the country support displaying the national motto in a public setting.

In conclusion, the Pacific Justice Institute would like to commend your organization for promoting the national motto, and to assure you that under applicable case law, such recognitions are clearly constitutional. Should any government entity receive legal threats from those who oppose even innocuous acknowledgements of religion in public life, the Pacific Justice Institute would be honored to defend them at no charge in state or federal court. To take advantage of this offer, or if you have any other questions about this important issue, please do not hesitate to contact Pacific Justice Institute at either (916) 857-6900 (Northern California office), (510) 834-7232 (Bay Area Office), (714) 796-7150 (Southern California office), or via our website at [www.pji.org](http://www.pji.org).

Sincerely,



Matthew B. McReynolds  
Staff Attorney  
PACIFIC JUSTICE INSTITUTE



**IN GOD WE TRUST AMERICA, INC.**

**CITIES AND COUNTIES**

WHOSE ELECTED OFFICIALS HAVE “VOTED YES” TO DISPLAY  
OUR NATIONAL MOTTO, **IN GOD WE TRUST**, IN THEIR CHAMBERS.

**753** Total # of “VICTORY” Cities and Counties Across 



**State of Alabama**

	<b>State</b>	<b>County</b>	<b>County/City</b>	<b>Date Approved</b>
1	Alabama	Baldwin County	Baldwin County	7/09/2014
2	Alabama	Baldwin County	Elberta/Town	2/17/2014
3	Alabama	Baldwin County	Foley/City	6/17/2013
4	Alabama	Baldwin County	Gulf Shores/City	2/17/2014
5	Alabama	Baldwin County	Orange Beach/City	8/16/2013
6	Alabama	Baldwin County	Robertsdale/City	7/15/2013
7	Alabama	Baldwin County	Silverhill/Town	11/10/2013
8	Alabama	Baldwin County	Summerdale/Town	5/04/2014
9	Alabama	Cleburne County	Heflin/City	10/11/2011
10	Alabama	Covington County	Covington County	6/25/2014
11	Alabama	Dale County	Dale County	5/27/2014
12	Alabama	Escambia County	Atmore/City	5/12/2014
13	Alabama	Jefferson County	Hoover/City	4/18/2011
14	Alabama	Mobile County	Mobile County	6/17/2014
15	Alabama	Marion County	Guin/City	1/05/2015
16	Alabama	Mobile County	Chicksaw/City	2/25/2014
17	Alabama	Mobile County	Mobile/City	6/17/2014

**Alabama "VICTORY" Counties and Cities–17**



## State of *Arizona*

	<i>State</i>	<i>County</i>	<i>County/City</i>	<i>Date Approved</i>
1	Arizona	Mojave County	Bullhead City	5/05/2020

### *Arizona "VICTORY" Counties and Cities-1*



## State of *Arkansas*

	<i>State</i>	<i>County</i>	<i>County/City</i>	<i>Date Approved</i>
1	Arkansas	Arkansas County	Stuttgart/City	9/07/2010
2	Arkansas	Ashley County	Crossett/City	2000
3	Arkansas	Baxter County	Baxter County	9/07/2010
4	Arkansas	Baxter County	Cotter/City	5/26/2011
5	Arkansas	Baxter County	Mountain Home/City	8/17/2010
6	Arkansas	Baxter County	Norfork/City	9/21/2010
7	Arkansas	Baxter County	Salesville/City	10/11/2010
8	Arkansas	Benton County	Avoca/Town	5/31/2010
9	Arkansas	Benton County	Bella Vista/City	2/28/2011
10	Arkansas	Benton County	Little Flock/City	10/11/2010
11	Arkansas	Benton County	Lowell/City	9/21/2010
12	Arkansas	Boone County	Alpena/Town	9/06/2010
13	Arkansas	Boone County	Diamond City/City	10/18/2010
14	Arkansas	Boone County	Lead Hill/Town	10/14/2010
15	Arkansas	Calhoun County	Hampton/City	9/13/2010
16	Arkansas	Calhoun County	Harrell/Town	8/17/2010
17	Arkansas	Clark County	Caddo Valley/Town	8/19/2010
18	Arkansas	Cleveland County	Rison/City	10/12/2010
19	Arkansas	Conway County	Morrilton/City	9/13/2010
20	Arkansas	Conway County	Plumerville/City	12/13/2010
21	Arkansas	Craighead County	Bay/City	8/09/2010
22	Arkansas	Craighead County	Bono/City	8/17/2010

23	Arkansas	Craighead County	Brookland/City	9/14/2010
24	Arkansas	Craighead County	Caraway/City	8/12/2010
25	Arkansas	Craighead County	Lake City/City	8/16/2010
26	Arkansas	Garland County	Garland County	2/10/2015
27	Arkansas	Garland County	Hot Springs/City	5/04/2011
28	Arkansas	Grant County	Tull/Town	8/02/2010
29	Arkansas	Hot Spring County	Rockport/City	9/14/2010
30	Arkansas	Howard County	Mineral Springs/City	11/09/2010
31	Arkansas	Izard County	Calico Rock/City	9/13/2010
32	Arkansas	Izard County	Horseshoe Bend/City	5/19/2010
33	Arkansas	Izard County	Pineville/Town	8/24/2010
34	Arkansas	Jackson County	Jacksonport/Town	7/20/2010
35	Arkansas	Jefferson County	Jefferson County	8/12/2018
36	Arkansas	Lawrence County	Hoxie/Town	10/12/2010
37	Arkansas	Lawrence County	Strawberry/Town	4/15/2011
38	Arkansas	Madison County	Huntsville/City	9/15/2010
39	Arkansas	Mississippi County	Blytheville/City	10/20/2009
40	Arkansas	Mississippi County	Burdette/Town	10/26/2009
41	Arkansas	Mississippi County	Etowah/Town	9/21/2010
42	Arkansas	Mississippi County	Gosnell/City	11/10/2009
43	Arkansas	Mississippi County	Keiser/City	8/23/2010
44	Arkansas	Mississippi County	Leachville/City	10/11/2010
45	Arkansas	Mississippi County	Osceola/City	11/16/2009
46	Arkansas	Monroe County	Clarendon/City	9/07/2010
47	Arkansas	Newton County	Jasper/City	1993
48	Arkansas	Newton County	Western Grove/Town	8/02/2010
49	Arkansas	Poinsett County	Harrisburg/City	5/10/2011
50	Arkansas	Poinsett County	Trumann/City	2/08/2011
51	Arkansas	Poinsett County	Tyronza/City	10/12/2010
52	Arkansas	Poinsett County	Waldenburg/Town	10/19/2010
53	Arkansas	Poinsett County	Weiner/City	9/14/2010
54	Arkansas	Pope County	Russellville/City	9/16/2013
55	Arkansas	Prairie County	Hazen/City	9/16/2010
56	Arkansas	Pulaski County	Wrightsville/City	10/05/2010
57	Arkansas	Scott County	Waldron/City	8/10/2010

58	Arkansas	Sebastian County	Greenwood/City	2001
59	Arkansas	Sevier County	DeQueen/City	9/21/2010
60	Arkansas	Sevier County	Horatio/City	11/01/2010
61	Arkansas	Sharp & Fulton Counties	Cherokee Village/City	9/01/2010
62	Arkansas	Sharp County	Ash Flat/City	5/17/2010
63	Arkansas	Sharp County	Cave City/City	9/28/2010
64	Arkansas	Sharp County	Hardy/City	9/07/2010
65	Arkansas	Sharp County	Highland/City	9/15/2010
66	Arkansas	St. Francis County	Palestine/City	9/14/2010
67	Arkansas	Stone County	Mountain View/City	9/07/2010
68	Arkansas	Union County	El Dorado/City	1991
69	Arkansas	Union County	Felthensal/Town	4/12/2011
70	Arkansas	Van Buren County	Clinton/City	9/14/2010
71	Arkansas	Van Buren County	Fairfield Bay/City	1995
72	Arkansas	Van Buren County	Shirley/Town	11/08/2010
73	Arkansas	Washington County	Tontitown/City	12/02/2014
74	Arkansas	White County	Bald Knob/City	10/04/2010
75	Arkansas	White County	Higginson/City	6/07/2010
76	Arkansas	White County	Letona/Town	7/06/2010
77	Arkansas	White County	Rose Bud/Town	11/08/2010
78	Arkansas	White County	Searcy/City	8/10/2010
79	Arkansas	Yell County	Dardanelle/City	10/04/2010
80	Arkansas	Yell County	Ola/City	10/11/2010

**Arkansas "VICTORY" Counties and Cities–80**



**State of California**

	<b>State</b>	<b>County</b>	<b>County/City</b>	<b>Date Approved</b>
1	California	Alameda County	Alameda County	1980's
2	California	Alameda County	Albany/City	1975
3	California	Amador County	Plymouth/City	2/09/2006
4	California	Butte County	Biggs/City	5/17/2010
5	California	Butte County	Gridley/City	12/15/2008

6	California	Colusa County	Colusa County	2/10/2015
7	California	Contra Costa County	Oakley/City	7/09/2007
8	California	Del Norte County	Del Norte County	7/14/2015
9	California	Del Norte County	Crescent City/City	1/18/2011
10	California	Fresno County	Coalinga/City	9/03/2020
11	California	Fresno County	Fowler/City	8/29/2011
12	California	Fresno County	<a href="#">Fresno/City</a>	5/11/2017
13	California	Fresno County	Huron/City	5/04/2011
14	California	Fresno County	Kerman/City	2/21/2007
15	California	Fresno County	Orange Cove/City	4/08/2009
16	California	Fresno County	Parlier/City	2/17/2022
17	California	Fresno County	Reedley/City	2/24/2009
18	California	Fresno County	Sanger/city	5/07/2011
19	California	Fresno County	Selma/City	11/03/2008
20	California	Humboldt County	Fortuna/City	10/05/2009
21	California	Humboldt County	Rio Del/City	11/03/2009
22	California	Imperial County	Imperial County	10/20/2009
23	California	Imperial County	Brawley/City	7/21/2009
24	California	Imperial County	El Centro/City	9/04/2008
25	California	Imperial County	Holtville/City	7/12/2010
26	California	Imperial County	Imperial/City	9/17/2008
27	California	Inyo County	Bishop/City	1/26/2015
28	California	Kern County	Kern County	2/15/2011
29	California	Kern County	Arvin/City	7/12/2005
30	California	Kern County	Bakersfield/City	2/20/2002
31	California	Kern County	California City/City	7/19/2005
32	California	Kern County	Delano/City	7/15/2002
33	California	Kern County	Maricopa/City	7/27/2005
34	California	Kern County	McFarland/City	6/09/2005
35	California	Kern County	Ridgecrest/City	4/02/2005
36	California	Kern County	Shafter/City	7/19/2005
37	California	Kern County	Taft/City	3/04/2003
38	California	Kern County	Tehachapi/City	4/01/2002
39	California	Kern County	Wasco/City	4/16/2002
40	California	Kings County	Kings County	8/28/2012

41	California	Kings County	Avenal/City	11/08/2012
42	California	Kings County	Corcoran/City	9/03/2013
43	California	Kings County	Hanford/City	7/17/2012
44	California	Kings County	Lemoore/City	19/16/2008
45	California	Los Angeles County	Artesia/City	2/13/2006
46	California	Los Angeles County	Bellflower/City	9/28/2015
47	California	Los Angeles County	Carson/City	4/04/2006
48	California	Los Angeles County	Compton/City	7/10/2007
49	California	Los Angeles County	Covina/City	11/15/2011
50	California	Los Angeles County	Hawthorne/City	2/28/2006
51	California	Los Angeles County	Irwindale/City	6/09/2010
52	California	Los Angeles County	La Puente/City	4/16/2017
53	California	Los Angeles County	La Verne/City	5/16/2016
54	California	Los Angeles County	Lancaster/City	5/13/2008
55	California	Los Angeles County	Lawndale/City	1/17/2012
56	California	Los Angeles County	Lynwood/City	3/16/2010
57	California	Los Angeles County	Santa Clarita/City	5/12/2009
58	California	Los Angeles County	South El Monte/City	5/26/2015
59	California	Los Angeles County	Torrance/City	3/19/2019
60	California	Madera County	Madera County	11/07/2016
61	California	Madera County	Chowchilla/City	11/15/2016
62	California	Madera County	Madera/City	8/03/2016
63	California	Merced County	Atwater/City	7/13/2015
64	California	Merced County	Dos Palos/City	2/22/2009
65	California	Merced County	Gustine/City	10/17/2017
66	California	Merced County	Livingston/City	07/21/2020
67	California	Modoc County	Modoc County	10/13/2015
68	California	Monterey County	Soledad/City	5/05/2010
69	California	Orange County	Anaheim/City	5/29/2012
70	California	Orange County	Brea/City	10/20/2009
71	California	Orange County	Buena Park/City	2/24/2009
72	California	Orange County	Costa Mesa/City	11/17/2009
73	California	Orange County	Cypress/City	2/11/2008
74	California	Orange County	Fountain Valley/City	9/16/2008
75	California	Orange County	Huntington Beach/City	4/07/2008

76	California	Orange County	Irvine/City	7/14/2015
77	California	Orange County	La Palma/City	5/16/2017
78	California	Orange County	Laguna Niguel	3/15/2011
79	California	Orange County	Lake Forrest/City	1/18/2011
80	California	Orange County	Los Alamitos/City	6/20/2008
81	California	Orange County	Mission Viejo/City	3/17/2008
82	California	Orange County	Newport Beach/City	4/28/2015
83	California	Orange County	Placentia/City	12/05/2017
84	California	Orange County	Rancho Santa Margarita/City	11/12/2008
85	California	Orange County	San Clemente/City	3/18/2008
86	California	Orange County	San Juan Capistrano/City	3/05/2013
87	California	Orange County	Seal Beach/City	2/23/2009
88	California	Orange County	Tustin/City	5/20/2008
89	California	Orange County	Villa Park/City	11/04/2008
90	California	Orange County	Westminster/City	7/11/2007
91	California	Orange County	Yorba Linda/City	9/16/2008
92	California	Placer County	Auburn/City	10/24/2011
93	California	Placer County	Colfax/City	1/12/2011
94	California	Riverside County	Beaumont/City	12/06/2011
95	California	Riverside County	Canyon Lake/City	12/04/2013
96	California	Riverside County	Corona/City	2/03/2016
97	California	Riverside County	Eastvale/City	2/09/2011
98	California	Riverside County	Menifee/City	8/01/2015
99	California	Riverside County	Moreno Valley/City	9/13/2011
100	California	Riverside County	Murrieta/City	3/03/2015
101	California	Riverside County	Norco/City	12/15/2010
102	California	Riverside County	Perris/City	3/08/2011
103	California	San Benito County	San Benito County	9/09/2019
104	California	San Bernardino County	San Bernardino County	12/14/2010
105	California	San Bernardino County	Adelanto/City	10/08/2008
106	California	San Bernardino County	Apple Valley/City	1/25/2011
107	California	San Bernardino County	Barstow/City	1/05/2009
108	California	San Bernardino County	Big BEAR Lake/City	11/01/2021
109	California	San Bernardino County	Chino/City	5/2009
110	California	San Bernardino County	Chino Hills/City	9/14/2010

111	California	San Bernardino County	Colton/City	1/04/2011
112	California	San Bernardino County	Fontana/City	6/12/2012
113	California	San Bernardino County	Grand Terrace/City	1/24/2012
114	California	San Bernardino County	Hesperia/City	9/09/2008
115	California	San Bernardino County	Highland/City	9/09/2008
116	California	San Bernardino County	Needles/City	3/15/2014
117	California	San Bernardino County	Ontario/City	5/31/2010
118	California	San Bernardino County	Victorville/City	7/18/2006
119	California	San Bernardino County	Yucaipa/City	2/14/2011
120	California	San Diego County	El Cajon/City	12/13/2011
121	California	San Diego County	Oceanside/City	10/26/2002
122	California	San Joaquin County	Lathrop/City	11/03/2009
123	California	San Joaquin County	Lodi/City	4/05/2006
124	California	San Joaquin County	Manteca/City	2/01/2022
125	California	San Luis Obispo County	Paso Robles/City	7/05/2006
126	California	Santa Barbara County	Lompoc/City	10/07/2008
127	California	Santa Clara County	Milpitas/City	8/19/2014
128	California	Shasta County	Anderson/City	12/01/2015
129	California	Shasta County	Shasta Lake/City	7/21/2009
130	California	Sierra County	Loyalton/City	7/21/2015
131	California	Siskiyou County	Doris/City	10/20/2008
132	California	Siskiyou County	Weed/City	12/11/2008
133	California	Sonoma County	Cotati/City	7/14/2015
134	California	Stanislaus County	Stanislaus County	11/1999
135	California	Stanislaus County	Hughson/City	12/11/2006
136	California	Stanislaus County	Modesto/City	11/1999
137	California	Stanislaus County	Newman/City	8/14/2012
138	California	Stanislaus County	Turlock/City	12/08/2009
139	California	Stanislaus County	Waterford/City	10/07/2010
140	California	Tehama County	Corning/City	1/11/2011
141	California	Trinity County	Trinity County	07/07/2020
142	California	Tulare County	Dinuba/City	6/10/2014
143	California	Tulare County	Porterville/City	9/03/2002
144	California	Tulare County	Tulare/City	2/17/2009
145	California	Tuolumne County	Sonora/City	8/06/2007

146	California	Ventura County	Fillmore/City	4/08/2014
147	California	Ventura County	Port Hueneme/City	11/21/2011

**California "VICTORY" Counties and Cities – 147**



**State of Colorado**

	State	County	County/City	Date Approved
1	Colorado	Douglas County	Castle Rock/Town	8/06/2013
2	Colorado	Fremont County	Fremont County	11/22/2011
3	Colorado	Weld County	Weld County	1/23/2012
4	Colorado	Weld County	Evans/City	2/27/2012

**Colorado "Victory" Counties and Cities – 4**



**State of Connecticut**

	State	County	County/City	Date Approved
1	Connecticut	Litchfield County	Roxbury/Town	2007
2	Connecticut	New London County	Franklin/Town	2/25/2015

**Connecticut "Victory" Counties and Cities – 2**



**State of Florida**

	State	County	County/City	Date Approved
1	Florida	Capitol: Tallahassee	State Motto: "IN GOD WE TRUST"	7/01/2006
2	Florida	Bay County	Bay County	6/17/2014
3	Florida	Broward County	Hallandale Beech/City	12/02/2015
4	Florida	Clay County	Clay County	3/12/2013

5	Florida	Dade County	Medley/Town	6/02/2015
6	Florida	Dixie County	Dixie County	12/04/2014
7	Florida	Dixie County	Cross City/Town	2/03/2015
8	Florida	Duval County	Jacksonville/City	1/20/2015
9	Florida	Gilchrist County	Gilchrist County	11/03/2014
10	Florida	Gulf County	Gulf County	6/24/2014
11	Florida	Highlands County	Highlands County	1/06/2015
12	Florida	Highlands County	Sebring/City	2/03/2015
13	Florida	Jackson County	Jackson County	1/13/2015
14	Florida	Levy County	Williston/City	7/02/2013
15	Florida	Marion County	Marion County	
16	Florida	Miami-Dade County	Miami-Dade County	12/02/2014
17	Florida	Miami-Dade County	Doral/City	6/15/2015
18	Florida	Miami-Dade County	Miami Lakes/Town	9/09/2014
19	Florida	Okaloosa County	Crestview/City	
20	Florida	Osceola County	Kissimmee/City	8/24/2010
21	Florida	Sarasota County	North Port/City	3/27/2018
22	Florida	Suwannee County	Live Oak/City	7/22/2015
23	Florida	Wakulla County	Wakulla County	1/05/2015

**Florida "Victory" Counties and Cities – 23**



**State of Georgia**

	<b>State</b>	<b>County</b>	<b>County/City</b>	<b>Date Approved</b>
1	Georgia	Berrian County	Berrian County	10/12/2010
2	Georgia	Cook County	Cook County	12/06/2010
3	Georgia	Cook County	Lenox/Town	10/11/2010
4	Georgia	Crisp County	Crisp County	1/11/2011
5	Georgia	Jeff Davis County	Jeff Davis County	8/20/2012
6	Georgia	Lamar County	Lamar County	
7	Georgia	Pierce County	Pierce County	12/02/2015
8	Georgia	Rockdale County	Rockdale County	1/20/2015
9	Georgia	Talbot County	Talbot County	12/01/2014
10	Georgia	Tift County	Tift County	11/08/2010
11	Georgia	Tift County	Omega/City	10/05/2010

12	Georgia	Tift County	Tifton/City	9/13/2010
13	Georgia	Tift County	Tyty/City	9/07/2010
14	Georgia	Turner County	Turner County	11/02/2010
15	Georgia	Turner County	Sycamore/City	9/09/2010

**Georgia "Victory" Counties and Cities – 15**



**State of Idaho**

	<b>State</b>	<b>County</b>	<b>County/City</b>	<b>Date Approved</b>
1	Idaho	Ada County	Star/City	2/16/2015
2	Idaho	Gem County	Gem County	7/21/2014
3	Idaho	Jefferson County	Jefferson County	9/25/2015
4	Idaho	Jefferson County	Hamer/City	5/31/2016
5	Idaho	Jefferson County	Lewisville/City	10/15/2015
6	Idaho	Jefferson County	Menan/City	9/10/2015
7	Idaho	Jefferson County	Mud Lake/City	12/09/2015
8	Idaho	Jefferson County	Rigby/City	11/05/2015
9	Idaho	Jefferson County	Ririe/City	1/12/2016
10	Idaho	Jefferson County	Roberts/City	12/08/2015
11	Idaho	Twin Falls County	Twin Falls County	5/10/2021

**Idaho "Victory" Counties and Cities – 11**



**State of Illinois**

	<b>State</b>	<b>County</b>	<b>County/City</b>	<b>Date Approved</b>
1	Illinois	Lake County	North Chicago/City	12/21/2015

**Illinois "VICTORY" Counties and Cities – 1**



**State of Indiana**

	<b>State</b>	<b>County</b>	<b>County/City</b>	<b>Date Approved</b>
1	Indiana	Morgan County	Morgan County	10/02/2017
2	Indiana	Rush County	Rush County	2/22/2016
3	Indiana	Warrick County	Warrick County	12/22/2014

**Indiana "Victory" Counties and Cities – 3**



**State of Iowa**

	<b>State</b>	<b>County</b>	<b>County/City</b>	<b>Date Approved</b>
1	Iowa	Marshall County	Melbourne/City	12/10/2012

**Iowa "Victory" Counties and Cities – 1**



**State of Kentucky**

	<b>State</b>	<b>County</b>	<b>County/City</b>	<b>Date Approved</b>
1.	Kentucky	Kentucky State Senators	Capitol: Frankfort	3/27/2014
2.	Kentucky	Kentucky State Legislators	Kentucky State	12/21/2014

**Kentucky "Victory" Counties and Cities – 2**



## State of *Louisiana*

	<b>State</b>	<b>County</b>	<b>County/City</b>	<b>Date Approved</b>
1	Louisiana	Calcasieu Parish	Lake Charles/City	11/04/2015
2	Louisiana	East Carroll Parish	Lake Providence/Town	9/18/2014
3	Louisiana	Evangeline Parish	Evangeline Parish	6/08/2015
4	Louisiana	Iberia Parish	Iberia Parish	2/04/2015
5	Louisiana	Iberia Parish	New Iberia/City	2/03/2015
6	Louisiana	Iberville Parish	Plaquemine/City	Late 50s
7	Louisiana	Lafayette Parish	Lafayette Consolidated Gov't (City/Parish)	5/05/2015
8	Louisiana	Lafayette Parish	Carencro/City	1/20/2015
9	Louisiana	Livingston Parish	Livingston Parish	2/12/2015
10	Louisiana	St. Charles Parish	St. Charles Parish	8/18/2018
11	Louisiana	St. John the Baptist Parish	St. John the Baptist Parish	
12	Louisiana	St. Landry Parish	St. Landry Parish	8/21/2019
13	Louisiana	St. Martin Parish	St. Martin Parish	1/08/2015
14	Louisiana	St. Martin Parish	Henderson/Town	1/12/2015
15	Louisiana	St. Martin Parish	St. Martinville/City	11/17/2014
16	Louisiana	St. Mary Parish	St. Mary Parish	4/04/2016
17	Louisiana	Terrebonne Parish	Terrebonne Parish	1/26/2015

### *Louisiana* "Victory" Counties and Cities – 17



## State of *Michigan*

	<b>State</b>	<b>County</b>	<b>County/City</b>	<b>Date Approved</b>
1	Michigan	Kent County	Sparta/Village	9/14/2009
2	Michigan	Oakland County	Holly/Village	2008
3	Michigan	Shiawassee County	Shiawassee County	12/12/2014

## Michigan "Victory" Counties and Cities – 3



### State of *Minnesota*

	<i>State</i>	<i>County</i>	<i>County/City</i>	<i>Date Approved</i>
1	Minnesota	Anoka County	Anoka/City	5/01/2015
2	Minnesota	Beltrami County	Beltrami County	2/03/2015
3	Minnesota	Crow Wing County	*Crow Wing County	12/16/2014
4	Minnesota	Hennepin County	Long Lake/City	10/03/2017
5	Minnesota	Mille Lacs/Sherburne County	Princeton/City	6/2017
6	Minnesota	Sherburne County	Elk River/Elk River	

## Minnesota "Victory" Counties and Cities – 6



### State of *Mississippi*

	<i>State</i>	<i>County</i>	<i>County/City</i>	<i>Date Approved</i>
1	Mississippi	Capitol: Jackson	Mississippi State Capitol	7/01/2014
2	Mississippi	State Seal	Mississippi State Legislature	7/01/2014
3	Mississippi	State Seal	Mississippi State Senate	1/31/2014
4	Mississippi	Harrison County	Harrison County	
5	Mississippi	Mobile County	Mobile County	6/19/2014

## Mississippi "Victory" Counties and Cities – 5



### State of *Missouri*

	<i>State</i>	<i>County</i>	<i>County/City</i>	<i>Date Approved</i>
1	Missouri	Barry County	Monett/City	3/21/2011
2	Missouri	Barton County	Barton County	5/31/2011
3	Missouri	Barton County	Lamar/City	4/18/2011

4	Missouri	Bates County	Bates County	5/21/2012
5	Missouri	Bates County	Adrian/City	5/09/2011
6	Missouri	Bates County	Butler/City	4/19/2011
7	Missouri	Bollinger County	Bollinger County	5/29/2012
8	Missouri	Bollinger County	Marble Hill/City	6/16/2011
9	Missouri	Camden County	Camden County	3/21/2011
10	Missouri	Camden County	Camdenton/City	
11	Missouri	Cedar County	Stockton/City	6/27/2011
12	Missouri	Christian County	Christian County	8/15/2011
13	Missouri	Christian County	Billings/City	4/14/2011
14	Missouri	Christian County	Clever/City	4/26/2011
15	Missouri	Christian County	Ozark/City	6/20/2011
16	Missouri	Christian/Greene County	Republic/City	7/25/2011
17	Missouri	Cole County	Cole County	8/10/2011
18	Missouri	Cole County	Jefferson City/City	
19	Missouri	Crawford County	Crawford County	
20	Missouri	Dallas County	Dallas County	11/01/2011
21	Missouri	Dallas County	Buffalo/City	2/28/2011
22	Missouri	Dent County	Dent County	1970s
23	Missouri	Dent County	Salem/City	4/04/2011
24	Missouri	Franklin/Crawford County	Fair Grove/City	7/12/2011
25	Missouri	Franklin/Crawford County	Springfield/City	
26	Missouri	Franklin/Crawford County	Sullivan/City	10/18/2011
27	Missouri	Greene County	Greene County	6/20/2011
28	Missouri	Greene County	Ash Grove/City	4/04/2011
29	Missouri	Greene County	Strafford/City	8/15/2011
30	Missouri	Greene/Webster Counties	Rogersville/City	4/04/2011
31	Missouri	Hickory County	Hermitage/City	9/13/2011
32	Missouri	Howell County	West Plains/City	4/11/2011
33	Missouri	Jasper County	Jasper County	3/22/2011
34	Missouri	Jasper/Newton Counties	Joplin/City	
35	Missouri	Laclede County	Laclede County	
36	Missouri	Laclede County	Lebanon/City	

37	Missouri	Lawrence County	Lawrence County	
38	Missouri	Lawrence County	Aurora/City	8/23/2011
39	Missouri	Linn County	Linn County	6/28/2012
40	Missouri	McDonald County	McDonald County	
41	Missouri	McDonald County	Anderson/City	4/19/2011
42	Missouri	Newton County	Newton County	5/23/2012
43	Missouri	Ozark County	Ozark County	
44	Missouri	Pike County	Pike County	6/04/2012
45	Missouri	Polk County	Bolivar/City	2/10/2011
46	Missouri	Polk County	Humansville/Town	
47	Missouri	Ralls County	New London/City	
48	Missouri	Reynolds County	Reynolds County	6/27/2012
49	Missouri	Scott County	Scott County	2002
50	Missouri	Scott County	Benton/City	
51	Missouri	Scott/New Madrid Counties	Sikeston/City	2008
52	Missouri	St. Charles County	Wentzville/City	11/17/2017
53	Missouri	St. Charles County	St. Peters/City	1/10/2013
54	Missouri	St. Clair County	Osceola/City	5/24/2011
55	Missouri	Stone County	Stone County	7/12/2011
56	Missouri	Stone County	Crane/City	3/26/2012
57	Missouri	Stone County	Galena/City	9/06/2011
58	Missouri	Taney County	Taney County	3/28/2011
59	Missouri	Taney County	Branson/City	1/26/2011
60	Missouri	Taney County	Forsyth/City	
61	Missouri	Texas County	Cabool/City	1960
62	Missouri	Texas County	Licking/City	7/12/2011
63	Missouri	Texas County	Texas County	3/23/2011
64	Missouri	Webster County	Webster County	
65	Missouri	Webster County	Marshfield/City	2/10/2011
66	Missouri	Wright County	Wright County	3/21/2011
67	Missouri	Wright County	Hartville/City	5/09/2011
68	Missouri	Wright County	Mansfield/City	3/31/2011
69	Missouri	Wright County	Mountain Grove/City	4/19/2011

### **Missouri "Victory" Counties and Cities –69**



## State of *Montana*

	<i>State</i>	<i>County</i>	<i>County/City</i>	<i>Date Approved</i>
1	Montana	Dawson County	Glendive/City	5/04/2021
2	Montana	Richland County	Richland County	12/02/2014

### *Montana* "Victory" Counties and Cities – 1



## State of *Nebraska*

	<i>State</i>	<i>County</i>	<i>County/City</i>	<i>Date Approved</i>
1	Nebraska	Adams County	Adams County	9/04/2018
2	Nebraska	Antelope County	Antelope County	11/10/2015
3	Nebraska	Arthur County	Arthur County	11/02/2017
4	Nebraska	Arthur County	Arthur /Village	11/02/2017
5	Nebraska	Banner County	Banner County	7/19/2018
6	Nebraska	Blaine County	Blaine County	6/22/2016
7	Nebraska	Boone County	Boone County	7/18/2016
8	Nebraska	Box Butte County	Box Butte County	8/22/2017
9	Nebraska	Boyd County	Boyd County	9/22/2015
10	Nebraska	Brown County	Brown County	4/04/2016
11	Nebraska	Buffalo County	Buffalo County	10/09/2018
12	Nebraska	Burt County	Burt County	8/28/2017
13	Nebraska	Butler County	Butler County	4/16/2018
14	Nebraska	Cass County	Cass County	11/28/2018
15	Nebraska	Cedar County	Cedar County	8/23/2016
16	Nebraska	Chase County	Chase County	7/10/2018
17	Nebraska	Cherry County	Cherry County	4/26/2016
18	Nebraska	Cheyenne County	Cheyenne County	11/05/2017
19	Nebraska	Clay County	Clay County	8/28/2018
20	Nebraska	Colfax County	Colfax County	10/10/2017
21	Nebraska	Cuming County	Cuming County	10/25/2018

22	Nebraska	Dakota County	Dakota County	8/14/2017
23	Nebraska	Dawes County	Dawes County	8/08/2017
24	Nebraska	Dawson County	Dawson County	6/01/2018
25	Nebraska	Deuel County	Deuel County	7/03/2018
26	Nebraska	Dixon County	Dixon County	10/11/2016
27	Nebraska	Dundy County	Dundy County	5/05/2019
28	Nebraska	Frontier County	Frontier County	10/05/2015
29	Nebraska	Garfield County	Garfield County	5/22/2016
30	Nebraska	Grant County	Grant County	9/12/2017
31	Nebraska	Greeley County	Greeley County	9/13/2016
32	Nebraska	Holt County	Holt County	9/17/2015
33	Nebraska	Keya Paha County	Keya Paha County	10/22/2015
34	Nebraska	Knox County	Knox County	11/24/2015
35	Nebraska	Logan County	Logan County	9/21/2016
36	Nebraska	Loup County	Loup County	5/04/2016
37	Nebraska	Madison County	Madison County	3/22/2016
38	Nebraska	McPherson County	McPherson County	11/07/2017
39	Nebraska	Nance County	Nance County	9/27/2017
40	Nebraska	Pawnee County	Pawnee County	4/23/2019
41	Nebraska	Pierce County	Pierce County	8/01/2016
42	Nebraska	Platte County	Platte County	9/05/2017
43	Nebraska	Red Willow County	Red Willow County	7/09/2018
44	Nebraska	Rock County	Rock County	4/04/2016
45	Nebraska	Sherman County	Sherman County	8/29/2017
46	Nebraska	Sioux County	Sioux County	9/01/2017
47	Nebraska	Thomas County	Thomas County	7/05/2016
48	Nebraska	Thurston County	Thurston County	8/23/2016
49	Nebraska	Thurston County	Pender/City	2/06/2017
50	Nebraska	Washington County	Washington County	11/14/2017
51	Nebraska	Wayne County	Wayne County	6/16/2016
52	Nebraska	Webster County	Webster County	
53	Nebraska	Wheeler County	Wheeler County	12/22/2015
54	Nebraska	York County	York County	5/08/2018x`

**Nebraska "VICTORY" Counties and Cities – 54**



## State of Nevada

	<b>State</b>	<b>County</b>	<b>County/City</b>	<b>Date Approved</b>
1	Nevada	Douglas County	Douglas County	10/03/2019
2	Nevada	Eureka County	Eureka County	4/07/2014
3	Nevada	Lander County	Lander County	Approx 2016
4	Nevada	Nye County	Nye County	1990's

### Nevada "VICTORY" Counties and Cities – 4



## State of New Mexico

	<b>State</b>	<b>County</b>	<b>County/City</b>	<b>Date Approved</b>
1	New Mexico	Eddy County	Artesia/City	12/11/2012
2	New Mexico	Lee County	Eunice/City	1/08/2013
3	New Mexico	Otero County	Alamogordo/City	1/08/2013

### New Mexico "Victory" Counties and Cities – 3



## State of New York

	<b>State</b>	<b>County</b>	<b>County/City</b>	<b>Date Approved</b>
1	New York	Albany County	Coeymans/Town	11/23/2015
2	New York	Oneida County	Oneida County Legislators	8/08/2012
3	New York	Orleans County	Orleans County	9/25/2019

### New York "Victory" Counties and Cities – 3



# State of North Carolina

	<b>State</b>	<b>County</b>	<b>County/City</b>	<b>Date Approved</b>
1	North Carolina	Alamance County	Alamance County	4/06/2015
2	North Carolina	Alexander County	Alexander County	4/13/2015
3	North Carolina	Alleghany County	Alleghany County	8/17/2015
4	North Carolina	Anson County	Anson County	9/12/2022
5	North Carolina	Ashe County	Ashe County	1/20/2015
6	North Carolina	Avery County	Avery County	7/06/2015
7	North Carolina	Avery County	Crossnore/Town Hall	9/08/2015
8	North Carolina	Avery County	Elk Park/Town Hall	8/03/2015
9	North Carolina	Avery County	Newland/Town Hall	9/01/2015
10	North Carolina	Beaufort County	Beaufort County	9/06/2022
11	North Carolina	Bertie County	Bertie County	10/17/2022
12	North Carolina	Bladen County	Bladen County	6/05/2017
13	North Carolina	Brunswick County	Brunswick County	1/13/2015
14	North Carolina	Brunswick County	Belville/Town Hall	1/26/2015
15	North Carolina	Brunswick County	Ocean Isle Beach /Town Hall	6/14/2022
16	North Carolina	Burke County	Burke County	3/07/2015
17	North Carolina	Burke County	Hildebran/Town Hall	8/24/2015
18	North Carolina	Burke County	Rhodhiss/Town Hall	7/01/2015
19	North Carolina	Caldwell County	Caldwell County	6/15/2015
20	North Carolina	Caldwell County	Cajah's Mountain/Town Hall	4/05/2016
21	North Carolina	Caldwell County	Granite Falls/Town Hall	9/12/2015
22	North Carolina	Caldwell County	Sawmills/Town Hall	2/16/2016
23	North Carolina	Carteret County	Carteret County	9/21/2020
24	North Carolina	Carteret County	Morehead City Town Hall	4/12/2022
25	North Carolina	Carteret County	Newport Town Hall	
26	North Carolina	Caswell County	Caswell County	3/16/2015
27	North Carolina	Catawba County	Maiden/Town Hall	8/11/2020
28	North Carolina	Chatham County	Chatham County	5/16/2016
29	North Carolina	Cherokee County	Cherokee County	2/01/2015
30	North Carolina	Cherokee County	Murphy/City	4/04/2016
31	North Carolina	Clay County	Clay County	9/03/2015

32	North Carolina	Cleveland County	Cleveland County	2/11/2015
33	North Carolina	Cleveland County	Casar/Town	6/06/2016
34	North Carolina	Cleveland County	Grover/Town	4/09/2018
35	North Carolina	Cleveland County	King's Mountain/City	4/28/2015
36	North Carolina	Cleveland County	Lattimore/Town	3/10/2015
37	North Carolina	Cleveland County	Shelby/City	6/06/2016
38	North Carolina	Columbus County	Columbus County	8/15/2016
39	North Carolina	Craven County	Craven County	3/21/2022
40	North Carolina	Currituck County	Currituck County	10/17/2022
41	North Carolina	Dare County	Dare County	03/06/2023
42	North Carolina	Davidson County	Davidson County	11/26/2002
43	North Carolina	Davidson County	Denton/Town	2/02/2015
44	North Carolina	Davidson County	Midway/Town	4/06/2015
45	North Carolina	Davidson County	Thomasville/City	7/17/2004
46	North Carolina	Davidson County	Wallburg/Town	12/09/2014
47	North Carolina	Davie County	Davie County	8/07/2006
48	North Carolina	Davie County	Mocksville/Town	3/05/2019
49	North Carolina	Duplin County	Wallace/Town	1/07/2015
50	North Carolina	Gaston County	Gaston County	2/10/2015
51	North Carolina	Gaston County	Dillsboro/Town	10/12/2015
52	North Carolina	Graham County	Graham County	8/04/2015
53	North Carolina	Granville County	Granville County	8/01/2016
54	North Carolina	Greene County	Greene County	3/07/2022
55	North Carolina	Guilford County	Stokesdale/Town	4/14/2016
56	North Carolina	Halifax County	Halifax County	3/02/2015
57	North Carolina	Harnett County	Harnett County	8/01/2016
58	North Carolina	Harnett County	Angier/Town	9/06/2016
59	North Carolina	Harnett County	Erwin Town	6/7/2018
60	North Carolina	Haywood County	Haywood County	6/01/1932
61	North Carolina	Henderson County	Henderson County	9/16/2016
62	North Carolina	Iredell County	Iredell County	4/19/2006
63	North Carolina	Iredell County	Harmony/Town	3/02/2015
64	North Carolina	Iredell County	Troutman/Town	5/14/2015
65	North Carolina	Johnson County	Johnson County	12/04/2017
66	North Carolina	Lee County	Lee County	1/20/2021

67	North Carolina	Lee County	Broadway/Town Hall	3/22/2021
68	North Carolina	Lenior County	Lenior County	10/19/2020
69	North Carolina	Lincoln County	Lincoln County	3/16/2015
70	North Carolina	Macon County	Macon County	10/13/2015
71	North Carolina	Martin County	Martin County	3/18/2015
72	North Carolina	McDowell County	McDowell County	4/13/2015
73	North Carolina	Mitchell County	Mitchell County	7/13/2015
74	North Carolina	Montgomery County	Montgomery County	5/19/2015
75	North Carolina	Moore County	Moore County	3/17/2015
76	North Carolina	Moore County	Robbins/Town	3/12/2015
77	North Carolina	Nash County	Nash County	3/18/2018
78	North Carolina	Pamlico County	Pamlico County	3/21/2022
79	North Carolina	Pasquotank County	Pasquotank County	10/17/2023
80	North Carolina	Pender County	Pender County	1/05/2015
81	North Carolina	Person County	Person County	7/18/2016
82	North Carolina	Polk County	Polk County	7/20/2015
83	North Carolina	Randolph County	Ramseur /Town	8/16/2022
84	North Carolina	Randolph County	Randleman/City	1/05/2016
85	North Carolina	Randolph County	Randolph County	4/06/2015
86	North Carolina	Randolph County	Seagrove/Town	5/03/2017
87	North Carolina	Randolph County	Trinity/City	2/28/2015
88	North Carolina	Richmond County	Richmond County	8/02/2016
89	North Carolina	Robeson County	Robeson County	1/21/2015
90	North Carolina	Rockingham County	Rockingham County	5/04/2015
91	North Carolina	Rockingham County	Madison/Town	4/09/2015
92	North Carolina	Rockingham County	Mayodan/Town	5/11/2015
93	North Carolina	Rockingham County	Stoneville/Town	4/07/2015
94	North Carolina	Rowan County	Rowan County	4/03/2016
95	North Carolina	Rowan County	China Grove/Town	5/05/2015
96	North Carolina	Rowan County	Faith/Town	6/04/2019
97	North Carolina	Rowan County	Rockwell/Town	3/09/2020
98	North Carolina	Rutherford County	Rutherford County	7/06/2015
99	North Carolina	Rutherford County	Forest City/Town	9/18/2017
100	North Carolina	Rutherford County	Lake Lure/Town	2/09/2016
101	North Carolina	Scotland County	Scotland County	5/02/2016

102	North Carolina	Stanly County	Stanly County	2/19/2015
103	North Carolina	Stanly County	Badin/Town	9/08/2015
104	North Carolina	Stokes County	Stokes County	4/13/2015
105	North Carolina	Stokes County	King/City	6/06/2016
106	North Carolina	Stokes County	Walnut Cove/Town	1/12/2016
107	North Carolina	Surry County	Surry County	5/18/2015
108	North Carolina	Surry County	Elkin/City	8/10/2015
109	North Carolina	Swain County	Swain County	8/27/2015
110	North Carolina	Tyrrell County	Tyrrell County	3/03/2015
111	North Carolina	Union County	Union County	2/16/2015
112	North Carolina	Vance County	Vance County	10/03/2016
113	North Carolina	Washington County	Washington County	8/02/2022
114	North Carolina	Watauga County	Watauga County	5/05/2015
115	North Carolina	Wayne County	Wayne County	12/04/2018
116	North Carolina	Wilkes County	Wilkes County	5/05/2015
117	North Carolina	Wilkes County	Rhonda/Town Hall	3/04/2022
118	North Carolina	Yadkin County	Yadkin County	3/02/2006
119	North Carolina	Yancey County	Yancey County	8/10/2015

**North Carolina "VICTORY" Counties and Cities – 119**



**State of Ohio**

	<b>State</b>	<b>County</b>	<b>County/City</b>	<b>Date Approved</b>
1	Ohio	Muskingum County	Muskingum County	5/03/18

**Ohio "VICTORY" Counties and Cities 1**



**State of Oklahoma**

	<b>State</b>	<b>County</b>	<b>County/City</b>	<b>Date Approved</b>
1	Oklahoma	Cleveland County	Cleveland County	5/31/2011
2	Oklahoma	Cleveland County	Norman/City	
3	Oklahoma	Cleveland County	Slaughterville/Town	9/21/2010

4	Oklahoma	Delaware County	Oaks/Town	7/13/2009
5	Oklahoma	Harper County	Harper County	1/20/2015
6	Oklahoma	Marshall County	Marshall County	11/03/2014
7	Oklahoma	Mayes County	Chouteau/Town	7/13/2009
8	Oklahoma	Ottawa County	Ottawa County	5/16/2011
9	Oklahoma	Ottawa County	Bluejacket/Town	6/08/2009
10	Oklahoma	Ottawa County	Miami/City	6/06/2011
11	Oklahoma	Payne County	Payne County	12/15/2014
12	Oklahoma	Pittsburg County	Pittsburg County	4/11/2011
13	Oklahoma	Pittsburg County	McAlester/City	5/24/2011
14	Oklahoma	Pittsburg County	Pittsburg/Town	4/11/2011
15	Oklahoma	Rogers County	Clairmore/City	4/11/2011
16	Oklahoma	Tulsa County	Broken Arrow/City	Unknown
17	Oklahoma	Woodward County	Woodward County	6/23/2014

**Oklahoma "VICTORY" Counties and Cities – 17**



**State of Oregon**

	<b>State</b>	<b>County</b>	<b>County/City</b>	<b>Date Approved</b>
1	Oregon	Clackamas County	Clackamas County	3/09/2016
2	Oregon	Klamath County	Klamath County	2/09/2016
3	Oregon	Wallowa County	Wallowa County	11/24/2014

**Oregon "VICTORY" Counties and Cities – 3**



**State of Pennsylvania**

	<b>State</b>	<b>County</b>	<b>County/City</b>	<b>Date Approved</b>
1	Pennsylvania	Allegheny County	Dormont/Borough	4/07/2014

2	Pennsylvania	Allegheny County	Glassport/Borough	Unknown
3	Pennsylvania	Allegheny County	Harrison/Town	1/27/2014
4	Pennsylvania	Beaver County	Beaver County	6/26/2014
5	Pennsylvania	Blair County	Altoona/City	12/2017
6	Pennsylvania	Butler County	Butler County	4/16/2014
7	Pennsylvania	Butler County	Butler/City	4/2014
8	Pennsylvania	Cameron County	Cameron County	1960
9	Pennsylvania	Crawford County	Crawford County	4/12/2014
10	Pennsylvania	Lancaster County	Mountville/Borough	3/28/2011

**Pennsylvania "VICTORY" Counties and Cities – 10**



**State of South Carolina**

	State	County	County/City	Date Approved
1	South Carolina	Anderson County	Anderson County	6/07/2014
2	South Carolina	Greenville County	Greenville County	6/17/2014
3	South Carolina	Horry County	North Myrtle Beach/City	10/20/2014
4	South Carolina	York County	York County	7/21/2014

**South Carolina "VICTORY" Counties and Cities – 4**



**State of South Dakota**

	State	County	County/City	Date Approved
1	South Dakota	Davison County	Mitchell/City	12/07/2015

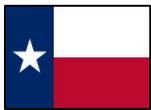
**South Dakota "VICTORY" Counties and Cities – 1**



# State of *Tennessee*

	<b>State</b>	<b>County</b>	<b>County/City</b>	<b>Date Approved</b>
1	Tennessee	Anderson County	Anderson County	2/19/2013
2	Tennessee	Campbell County	Campbell County	6/16/2014
3	Tennessee	Claiborne County	Claiborne County	5/19/2014
4	Tennessee	Greene County	Green County	2/18/2014
5	Tennessee	Hardeman County	Bolivar/City	12/08/2015
6	Tennessee	McMinn County	McMinn County	11/14/2014
7	Tennessee	Megis County	Megis County	8/24/2014
8	Tennessee	Morgan County	Morgan County	3/11/2013
9	Tennessee	Nashville County	Tennessee State Legislature	April 2014
10	Tennessee	Putnam County	Putnam County	10/14/2012
11	Tennessee	Roane County	Roane County	7/14/2014
12	Tennessee	Shelby County	Bartlett/City	8/11/2015

## *Tennessee* "VICTORY" Counties and Cities – 12



# State of *Texas*

	<b>State</b>	<b>County</b>	<b>County/City</b>	<b>Date Approved</b>
1	Texas	Angelina County	Lufkin/City	12/15/2015
2	Texas	Bee County	Bee County	1/26/2015
3	Texas	Brown County	Brown County	1/21/2015
4	Texas	Castro County	Castro County	1/12/2015
5	Texas	Cherokee County	Jacksonville/City	4/10/2012
6	Texas	Eastland County	Eastland County	1/26/2015
7	Texas	Fannin County	Fannin County	11/03/2015
8	Texas	Gonzales County	Gonzales/City	1/07/2015
9	Texas	Gray County	Gray County	11/14/2014
10	Texas	Gregg County	White Oak/City	10/17/2011
11	Texas	Gregg/Uphsur Counties	Gladewater/City	8/26/2011
12	Texas	Hamilton County	Hamilton County	1/12/2015
13	Texas	Henderson County	Chandler/City	10/11/2011
14	Texas	Hood County	Hood County	1/13/2015

15	Texas	Hopkins County	Hopkins County	9/22/2014
16	Texas	Houston County	Houston County	3/08/2016
17	Texas	Hunt County	Hunt County	12/23/2014
18	Texas	Hutchinson County	Hutchinson County	1/12/2015
19	Texas	Jefferson County	Jefferson County	1/26/2015
20	Texas	Jones County	Hawley/City	9/12/2010
21	Texas	Moore County	Moore County	1/12/2015
22	Texas	Oldham County	Oldham County	6/09/2014
23	Texas	Panola County	Carthage/City	1/09/2015
24	Texas	Rusk County	Henderson/City	6/28/2011
25	Texas	Rusk County	Mt. Enterprise/City	9/27/2011
26	Texas	Rusk County	New London/City	2/13/2012
27	Texas	Rusk County	Overton/City	2/16/2012
28	Texas	Rusk County	Rusk County	8/18/2011
29	Texas	Rusk County	Tatum/City	3/12/2012
30	Texas	Scurry County	Scurry County	11/04/2014
31	Texas	Smith County	Arp/City	11/14/2011
32	Texas	Smith County	Lindale/City	10/18/2011
33	Texas	Smith County	Noonday/City	10/27/2011
34	Texas	Smith County	Smith County	7/05/2011
35	Texas	Smith County	Troup/City	9/27/2011
36	Texas	Smith County	Tyler/City	10/26/2011
37	Texas	Smith County	Whitehouse/City	9/27/2011
38	Texas	Smith County	Winona/Town	9/20/2011
39	Texas	Smith/Cherokee Counties	Bullard/Town	10/04/2011
40	Texas	Stephens County	Breckenridge/City	10/05/2009
41	Texas	Tarrant County	North Richland Hills/City	3/14/2016
42	Texas	Taylor County	Taylor County	1990's
43	Texas	Throckmorton County	Throckmorton County	12/22/2014
44	Texas	Trinity County	Trinity County	5/14/2012
45	Texas	Tyler County	Tyler County	1/14/2015
46	Texas	Upshur County	Gilmer/City	2/07/2012
47	Texas	Upshur County	Upshur County	10/31/2015
48	Texas	Walker County	Walker County	1/12/2015
49	Texas	Wood County	Alba/Town	11/15/2011

50	Texas	Wood County	Hawkins/City	11/21/2011
51	Texas	Wood County	Mineola/City	2/27/2012
52	Texas	Wood County	Quitman/City	10/21/2011
53	Texas	Wood County	Winnsboro/City	5/08/2012
54	Texas	Wood County	Wood County	9/16/2011
55	Texas	Wood County	Yantis/Town	11/21/2011
56	Texas	Young County	Young County	1/26/2015

**Texas "VICTORY" Counties and Cities – 56**



**State of Utah**

	State	County	County/City	Date Approved
1	Utah	Box Elder County	Plymouth/Town	6/12/2014
2	Utah	Davis County	<u>Davis County</u>	7/15/2014
3	Utah	Duchesne County	<u>Duchesne/City</u>	5/13/2014

**Utah "VICTORY" Counties and Cities – 3**



**State of Virginia**

	State	County	County/City	Date Approved
1	Virginia	*Independent City	Chesapeake/ City	10/26/2016
2	Virginia	*Independent City	Danville/City	
3	Virginia	*Independent City	Manassas Park/City	11/15/2011
4	Virginia	Appomattox County	Appomattox County	11/03/2014
5	Virginia	Appomattox County	Pamplin City/Town	12/05/2013
6	Virginia	Bedford County	Bedford County	12/22/2014
7	Virginia	Buchanan County	Buchanan County	9/09/2013
8	Virginia	Carroll County	Carroll County	12/08/2014
9	Virginia	Carroll County	Hillsville/Town	Sept 1960

10	Virginia	Culpeper County	Culpeper County	10/02/2013
11	Virginia	Culpeper County	Culpeper/Town	11/18/2014
12	Virginia	Dickenson County	Dickenson County	12/16/2014
13	Virginia	Floyd County	Floyd County	11/27/2014
14	Virginia	Franklin County	Boones Mill/Town	10/10/2013
15	Virginia	Franklin County	Rocky Mount/Town	4/14/2014
16	Virginia	Fredrick County	Middleton/Town	3/10/2014
17	Virginia	Giles County	Giles County	4/02/2014
18	Virginia	Grayson County	Grayson County	4/10/2014
19	Virginia	Grayson County	Independence/Town	11/12/2013
20	Virginia	Halifax County	Halifax/Town	4/08/2014
21	Virginia	Halifax County	Virgilina/Town	9/18/2014
22	Virginia	Hanover County	Hanover County	1/14/2015
23	Virginia	Lee County	Pennington Gap/Town	4/21/2014
24	Virginia	Madison County	Madison County	4/14/2015
25	Virginia	Mecklenberg County	Boynton/Town	5/13/2014
26	Virginia	Mecklenberg County	Chase City/Town	Oct 1956
27	Virginia	Montgomery County	Montgomery County	6/27/2016
28	Virginia	Northhampton County	Exmore/Town	5/13/2014
29	Virginia	Northumberland County	Northumberland County	Sep 2009
30	Virginia	Nottoway County	Nottoway County	10/16/2014
31	Virginia	Nottoway County	Blackstone/Town	5/22/2014
32	Virginia	Page County	Page County	12/16/2014
33	Virginia	Page County	Luray/Town	10/28/2014
34	Virginia	Page County	Shenandoah/Town	Sep 1960
35	Virginia	Patrick County	Patrick County	1/26/2015
36	Virginia	Prince Edward County	Prince Edward County	9/01/2014
37	Virginia	Prince Edward County	Farmville/Town	5/26/2014
38	Virginia	Roanoke County	Roanoke County	11/18/2019
39	Virginia	Rockbridge County	Glasgow/Town	9/09/2014
40	Virginia	Russell County	Russell County	9/08/2014
41	Virginia	Russell County	Cleveland/Town	9/22/2014
42	Virginia	Shenandoah County	Mount Jackson/Town	11/11/2014
43	Virginia	Tazewell County	Bluefield/Town	10/14/2014
44	Virginia	Tazewell County	Tazewell County	9/02/2014
45	Virginia	Warren County	Warren County	1/06/2015
46	Virginia	Warren County	Front Royal/Town	1/06/2015
47	Virginia	Wise County	Appalachia/Town	10/16/2014
48	Virginia	Wise County	Wise/Town	8/26/2014

**Virginia "VICTORY" Counties and Cities – 48**



**State of Washington**

	<b>State</b>	<b>County</b>	<b>County/City</b>	<b>Date Approved</b>
1	Washington	Clark County	Clark County	3/03/2015
2	Washington	Pierce County	Pierce County	7/29/2014

**Washington "VICTORY" Counties and Cities – 2**



**State of West Virginia**

	<b>State</b>	<b>County</b>	<b>County/City</b>	<b>Date Approved</b>
1	West Virginia	Grant County	Grant County	5/24/2014
2	West Virginia	Harrison County	Clarksburg/City	12/04/2013
3	West Virginia	Tyler County	Tyler County	7/10/2014

**West Virginia "VICTORY" Counties and Cities – 3**



**State of Wisconsin**

	<b>State</b>	<b>County</b>	<b>County/City</b>	<b>Date Approved</b>
1	Wisconsin	Ozaukee County	Saukville/Village	12/01/2015

**Wisconsin "VICTORY" Counties and Cities – 1**





**Legislation  
11.5.**

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

**MEMORANDUM**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	City Attorney's Office
<b>VIA:</b>	Andrew Plotkin, Interim City Manager
<b>DATE:</b>	January 20, 2026

---

**RE:** Resolution No. R2026-10 Authorizing and Approving a Settlement in the Matter of Crystal Clark vs. City of North Miami Beach (City Attorney's Office)

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**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY**

**IMPACT:**

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**ATTACHMENTS:**

Description

- Resolution
- Settlement Agreement

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING AND APPROVING A SETTLEMENT IN THE MATTER OF CRYSTAL CLARK VS CITY OF NORTH MIAMI BEACH, IN THE AMOUNT OF \$67,500.00; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Crystal Clark sued the City of North Miami Beach in 2023 in Case NO.: 2023-016202-CA-01 in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida; and

**WHEREAS**, mediation in this matter was held on November 19, 2025, and a settlement agreement was reached, subject to the approval of the City Commission. A copy of the Mediation Settlement Agreement is attached hereto as Exhibit A; and

**WHEREAS**, the agreement provides that the City will pay to Crystal Clark the sum of \$67,500.00 in full settlement of her claims, in exchange for which the City will receive a full release; and

**WHEREAS**, settlements in excess of \$50,000 require approval of the City Commission; and,

**WHEREAS**, the City Manager and the City Attorney's Office recommend approval of this settlement, with no admission of liability in any regard, to avoid the expense of further litigation.

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

**Section 1.** The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

**Section 2.** The Mediation Settlement Agreement is hereby approved and adopted by the City Commission, and the City shall pay \$67,500.00 to Crystal Clark as set forth in the Mediation Settlement Agreement, attached hereto as Exhibit A.

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

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

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

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

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

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled this **20<sup>th</sup> day of January 2026**.

ATTEST:

---

ANDRISE BERNARD, MMC  
CITY CLERK

---

MICHAEL JOSEPH  
MAYOR

(CITY SEAL)

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

GREENSPOON MARDER LLP.

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

JOSEPH S. GELLER  
CITY ATTORNEYS

IN THE CIRCUIT COURT FOR THE  
ELEVENTH JUDICIAL CIRCUIT IN  
AND FOR MIAMI-DADE COUNTY, FLORIDA

CRYSTAL CLARK,  
Plaintiff(s),

CASE NO.: 2023-016202-CA-01

vs.

CITY OF NORTH MIAMI BEACH,  
Defendant(s)

\_\_\_\_\_ /

**MEDIATION SETTLEMENT AGREEMENT**

**The parties and/or Counsel, with full authority voluntarily consent and agree to settlement of the above-referenced matter contingent upon City Commission Approval which shall take place within 60 days from today. The terms and conditions are as follows:**

1. Defendant, City of North Miami Beach, shall pay Plaintiff, Crystal Clark, the amount of \$67,500.00 (Sixty-Seven Thousand Five Hundred Dollars and Zero Cents). The settlement sum shall be made payable to the “Viles and Beckman – Trust Account”. This settlement sum shall be paid within twenty (20) days of Defendant’s receipt of an executed written general release as set forth in paragraph 3(a) below.
2. Each party shall bear their respective Attorney’s fees and costs; the cost of mediation shall be split equally between both parties; all matters discussed at the mediation conference including pre and post mediation communications shall remain privileged and confidential; the parties stipulate that the Court may retain jurisdiction to enforce the terms of this settlement agreement.
3. Additional terms:
  - a. Once the above-mentioned contingency is met, Plaintiff shall execute a separate written general release in favor of Defendants, their agents, attorneys, insurers, successors, and assigns. Defendants’ Counsel shall prepare the release, but it is subject to the approval of Plaintiff as to form.

- b. Within 5 days of the clearance of the settlement sum, Plaintiff shall file a voluntary dismissal of the lawsuit with prejudice, with each party bearing their own Attorney's fees and costs.
- c. By entering into this settlement agreement, neither party is admitting to any liability.
- d. Plaintiff shall satisfy all medical liens from the proceeds of the settlement sum set forth above.
- e. This Agreement may be executed in counterparts.

Dated this 19<sup>th</sup> day of November, 2025.

PLAINTIFF(S):

DEFENDANT(S):

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PLAINTIFF

---

DEFENDANT

---

COUNSEL FOR PLAINTIFF(S)

---

COUNSEL FOR DEFENDANT(S)



**City Manager's Report  
16.1.**

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

**MEMORANDUM**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	
<b>VIA:</b>	
<b>DATE:</b>	January 20, 2026

---

**RE:** Budget Transfers Quarterly Update (Oct-Dec 2025)

---

**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY**

**IMPACT:**

---

**ATTACHMENTS:**

Description

- Memo
- Exhibit A
- Exhibit B



## ***City of North Miami Beach, Florida***

---

**Date:** January 20, 2026

**To:** Mayor and City Commission

**Via:** Andrew Plotkin, Interim City Manager

**From:** Tarik Rahmani, CFO & Interim Deputy City Manager

**Subject:** Quarterly Report – Intra-Departmental Budget Transfers (FY 2025–26, Q1: Oct–Dec 2025) – Resolution R2025-141

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### **Summary**

Resolution [R2025-141](#) requires that, once per quarter at a regular City Commission meeting, the Chief Financial Officer present a report of intra-departmental budget transfers approved under delegated authority during the reporting quarter. Attached as Exhibit 1 is the report for FY 2025–26, Quarter 1 (October 1, 2025 through December 31, 2025).

### **Background**

During the fiscal year, departments may request budget transfers to realign appropriations within the adopted budget. Resolution R2025-141 established approval thresholds and requires quarterly reporting to the City Commission of intra-departmental budget transfers approved under delegated authority. Exhibit 1 provides the transfers processed during FY 2025–26, Quarter 1 (October 1 through December 31, 2025).

### **Recommendation**

Receive the quarterly report for information.

### **Fiscal Impact**

None. This item is a reporting requirement under Resolution R2025-141.

### **Attachments:**

Exhibit 1 – Intra-Departmental Transfers Report (Oct 1–Dec 31, 2025)

**RESOLUTION NO. R2025-XX**

**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.**

**WHEREAS**, the City of North Miami Beach (“City”) is committed to fiscal transparency, structural balance, and the responsible use of public funds;

**WHEREAS**, the City recognizes the need to adopt a formal, comprehensive internal budget control policy to govern the reallocation of appropriations during the fiscal year, clarify internal roles, and improve financial oversight;

**WHEREAS**, Section 166.241, Florida Statutes, authorizes municipalities to amend their adopted budgets by ordinance or resolution and permits the delegation of limited authority to the City Manager to initiate administrative budget amendments when such delegation is provided by local policy;

**WHEREAS**, in the absence of a formal policy, the City lacks consistent internal guidance on budget transfer thresholds, departmental authority, City Manager discretion, and continuing appropriation practices;

**WHEREAS**, this resolution addresses the need to adopt a formal administrative policy framework that ensures clear approval thresholds for budget changes, timely and public reporting of administrative transfers, structured oversight of interdepartmental and interfund budget movements, and a consistent process for carrying forward project and funds in accordance with State law and best practices recommended by the Government Finance Officers Association (GFOA);

**WHEREAS**, this policy also aligns with recommendations from GFOA and the National Advisory Council on State and Local Budgeting (NACSLB), both of which advocate for strong financial controls, regular Commission oversight, documentation of budget amendments, and public accountability;

**WHEREAS**, this resolution supports the City’s long-term goals of financial sustainability, budget transparency, and operational efficiency, and it will guide financial decisions in alignment with the City's Strategic Plan and Five-Year Forecast; and

**WHEREAS**, any prior resolution or internal policy inconsistent with this resolution is hereby repealed to the extent of such inconsistency.

**RESOLUTION NO. R2025**

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

**Section 1.** The aforementioned recitals are true and correct.

**Section 2.** The Comprehensive Policy Governing Internal Budget Transfers, Continuing Appropriations, Reporting Requirements, and Financial Transparency, attached hereto as Exhibit "A," is hereby approved.

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

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

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

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

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

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled this **17<sup>th</sup> day of June 2025**.

ATTEST:

---

ANDRISE BERNARD, MMC  
CITY CLERK

---

MICHAEL JOSEPH  
MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE

**RESOLUTION NO. R2025**

AND RELIANCE OF THE CITY OF NORTH MIAMI BEACH ONLY:

GREENSPOON MARDER, LLP.

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

Sponsored by: Vice Mayor Daniela Jean and Commissioner Lynn Su

## EXHIBIT A

### SECTION 1. PURPOSE.

To establish clear and consistent rules for internal budget transfers and continuing appropriations that strengthen oversight, improve reporting, and comply with Florida Statutes and best practices in municipal budgeting. This policy supports timely financial decisions, prevents unauthorized expenditures, and ensures efficient use of appropriations across fiscal years.

### SECTION 2. DEFINITIONS.

- **Intradepartmental Transfer:** Moving funds between accounts within the same department and fund.
- **Interdepartmental Transfer:** Moving funds between departments within the same fund.
- **Interfund Transfer:** Moving appropriations between separate funds.
- **Continuing Appropriation:** Carrying forward budgeted funds for grants, capital projects, or legally obligated encumbrances.
- **Encumbrance:** A commitment of funds for a specific purpose, documented by purchase orders or contracts.
- **Structural Balance:** A condition where recurring revenues equal or exceed recurring expenditures.

### SECTION 3. BUDGET TRANSFER APPROVAL AUTHORITY.

#### **A. Intradepartmental Transfers (Same Department, Same Fund)**

- **\$0–\$25,000:** May be approved by the Department Director, with Finance Department review.
- **\$25,001–\$100,000:** Requires City Manager approval.
- **Above \$100,000:** Requires City Commission approval by resolution.

#### **B. Interdepartmental Transfers (Different Departments, Same Fund)**

- **\$0–\$25,000:** May be approved by the Department Director, with Finance Department review.
- **\$25,001–\$100,000:** Requires City Manager approval.
- **Above \$100,000:** Requires City Commission approval by resolution.

#### **C. Interfund Transfers (Different Funds)**

- Require City Commission approval, unless previously authorized in the adopted budget.
- Funds include but not limited to:
  - General Fund
  - Liability Self Insurance Fund
  - Water Operational Fund

- Building Permit Fund
- Sewer Operational Fund
- Transit Surtax Fund
- Governmental Impact Fund
- Workers Compensation Self Fund
- Community Redevelopment Fund
- General Capital Project Fund
- Information Technology Fund
- Utility Customer Service Funds

**D. Personnel-Related Transfers (Any Fund)**

- Transfers involving salaries, benefits, or staffing funds and budget appropriations over \$100,000 require City Commission approval.

**SECTION 4. CONTINUING APPROPRIATIONS.**

To ensure that committed, legally obligated, or strategically important funds remain available beyond a single fiscal year, the following continuing appropriation rules shall apply:

**A. Capital Project Appropriations**

- Appropriations for active **capital improvement projects (CIP) shall automatically carry forward** until project completion or closeout.
- The Finance Department will validate the remaining balances annually to ensure they are aligned with the original scope and funding source.
- Projects with no activity for two consecutive fiscal years may be subject to review and potential re-appropriation or closeout by the City Commission, except where restricted by law or external grant/loan requirements.

**B. Grant Fund Appropriations**

- Unspent grant funds shall carry forward in full if:
  - The grant agreement remains active;
  - The unspent balance is tied to eligible project activities; and
  - The Finance Department has verified the availability of the grant award balance and remaining performance period.

**C. Encumbered Operating Funds (All Funds, Including General Fund)**

- Open encumbrances (e.g., purchase orders or signed contracts) may carry forward into the next fiscal year if:

- The encumbrance was legally established before September 30;
  - The related contract remains valid and unfulfilled; and
  - The rollover is necessary due to timing delays in delivery, construction, or service completion.
- Departments must submit carry forward (rollover) requests to the Chief Financial Officer and Chief Procurement Officer no later than October 15, with supporting documentation:
    - PO or contract reference,
    - Explanation of the timing delay,
    - Confirmation that the obligation remains active.
  - City Commission approval is required to include encumbered appropriations in the following year's adopted budget as continuing appropriations.
  - The Chief Financial Officer shall review and prepare a year-end Continuing Appropriation resolution for City Commission consideration.

#### **D. Unencumbered Operating Appropriation**

- Operating budget funds that are not encumbered or contractually obligated by September 30 shall lapse at year-end.
- These funds will return to fund balance unless re-appropriated by Commission action in the year-end Continuing Appropriation resolution.

#### **E. Sponsorship and Contingency-Based Accounts**

In addition to capital, grant, and encumbrance-related appropriations, the City may receive designated contributions from external entities or individuals for specific purposes, such as events, memorials, or civic projects. These are often recorded in sponsorship, donation, or contingency-related accounts.

At fiscal year-end, unspent balances in these accounts may be eligible for carryforward under the following conditions:

- The funds are clearly designated for a specific events, programs, or projects.
- The Finance Department confirms the availability of funds and supporting documentation.
- The carryforward is submitted as part of the year-end continuing appropriation resolution for Commission review and approval.

All unencumbered operating balances, including contingency allocations, sponsorship accounts, or earmarked donations that meet these criteria may be presented to the Commission for re-appropriation. The Finance Department shall review budget-to-actual performance and all associated encumbrances before including such balances in the annual continuing appropriations

package.

#### **SECTION 5. REPORTING & DOCUMENTATION.**

- 1) The Chief Financial Officer shall compile and submit a quarterly report to the City Commission summarizing all transfers approved by Directors and the City Manager.
- 2) Reports shall include:
  - Department name
  - Amount
  - Purpose
  - Fund and account numbers
  - Cumulative transfer totals
- 3) Reports will be included in public records and posted with the Commission meeting agenda.

#### **SECTION 6. ENFORCEMENT AND INTERNAL CONTROLS.**

- The City Manager and Chief Financial Officer are responsible for enforcing this policy.
- Any unauthorized transfer is a violation of this resolution and may be reversed or subject to Commission review.
- All transfers shall be documented in the City's financial system (e.g., Munis).

## FY 2025-2026 First Quarter (Q1) Budget

DATE	DEPARTMENT	TO/FROM	ORG	OBJECT
10/02/2025	MAYOR & COMMISSION	FROM	010113	511995
10/02/2025	MAYOR & COMMISSION	TO	010113	511480
10/03/2025	MAYOR & COMMISSION	FROM	010113	511995
10/03/2025	MAYOR & COMMISSION	TO	010113	511480
10/17/2025	MAYOR & COMMISSION	FROM	010113	511995
10/17/2025	MAYOR & COMMISSION	TO	010113	511480
10/31/2025	PUBLIC WORKS	FROM	010800	534460
10/31/2025	PUBLIC WORKS	FROM	010800	534540
10/31/2025	PUBLIC WORKS	TO	010860	539510
11/03/2025	POLICE	FROM	010	300100
11/03/2025	POLICE	TO	010105	581399
11/03/2025	GENERAL FUND CIP	FROM	399	381010
11/03/2025	GENERAL FUND CIP	TO	399500	521640
11/10/2025	MAYOR & COMMISSION	FROM	010113	511995
11/10/2025	MAYOR & COMMISSION	TO	010113	511480
11/12/2025	POLICE	TO	010500	521347
11/12/2025	POLICE	FROM	010500	521520
11/12/2025	EASTERN SHORES 2ND EDITION	TO	135500	521520
11/12/2025	EASTERN SHORES 2ND EDITION	FROM	135500	521460
11/12/2025	NMB SEWER WASTEWATER	FROM	450910	535466
11/12/2025	NMB SEWER WASTEWATER	TO	450910	535642
11/12/2025	CUSTOMER SERVICE	FROM	510916	533995
11/12/2025	CUSTOMER SERVICE	TO	510916	533642
11/14/2025	NMB WATER	FROM	410901	533466
11/14/2025	NMB WATER	TO	410901	533520
11/17/2025	CITY MANAGER	FROM	010200	512995
11/17/2025	CITY MANAGER	TO	010200	512480
11/17/2025	MAYOR & COMMISSION	FROM	010115	511995
11/17/2025	MAYOR & COMMISSION	TO	010115	511480
11/18/2025	NMB SEWER WASTEWATER	FROM	450910	535640
11/18/2025	NMB SEWER WASTEWATER	TO	450910	535310
11/19/2025	CUSTOMER SERVICE	FROM	510916	533467
11/19/2025	CUSTOMER SERVICE	TO	510916	533347

11/30/2025	MAYOR & COMMISSION	FROM	010112	511995
11/30/2025	MAYOR & COMMISSION	TO	010112	511520
12/03/2025	CITY MANAGER	FROM	010200	512995
12/03/2025	CITY MANAGER	TO	010200	512310
12/24/2025	CITY MANAGER	FROM	010200	512995
12/24/2025	CITY MANAGER	TO	010200	512480
12/31/2025	NMB WATER	FROM	410	300100
12/31/2025	NMB WATER	TO	410904	533631
12/31/2025	EASTERN SHORES 2ND EDITION	FROM	135500	521460
12/31/2025	EASTERN SHORES 2ND EDITION	TO	135500	521347

# Transfers Report

AMOUNT		DESCRIPTION OF TRANSFER
\$	175	RONALD MC DONALD CHARITY EVENT
\$	175	RONALD MC DONALD CHARITY EVENT
\$	285	TPO TRANSPORTATION FORUM
\$	285	TPO TRANSPORTATION FORUM
\$	40	AVMED5K RUN
\$	40	AVMED5K RUN
\$	1,500	PW ADMIN INTO PW CIP
\$	1,429	PW ADMIN INTO PW CIP
\$	2,929	PW ADMIN INTO PW CIP
\$	412,000	RESO 2025-180 - FOR POLICE BOAT - BOAT PURCHASE
\$	412,000	RESO 2025-180 - FOR POLICE BOAT - BOAT PURCHASE
\$	412,000	RESO 2025-180 - FOR POLICE BOAT - BOAT PURCHASE
\$	412,000	RESO 2025-180 - FOR POLICE BOAT - BOAT PURCHASE
\$	1,000	MAN DODO FOUNDATION DONATION
\$	1,000	MAN DODO FOUNDATION DONATION
\$	770	EOY INVOICES
\$	770	EOY INVOICES
\$	172	EOY INVOICE PAYMENT
\$	172	EOY INVOICE PAYMENT
\$	50,000	TRANSFER FUNDING FOR SOFTWARE
\$	50,000	FOR SOFTWARE
\$	22,000	TO FUND CONTRACT CHANGE ORDER - EQUIPMENT
\$	22,000	TO FUND CONTRACT CHANGE ORDER - EQUIPMENT
\$	53,000	ANTICIPATED EXPENSE -IDEXX&FISH
\$	53,000	ANTICIPATED EXPENSE -IDEXX&FISH
\$	5,000	TURKEY DISTRIBUTION -TURKEY DRIVE
\$	5,000	TURKEY DISTRIBUTION -TURKEY DRIVE
\$	2,000	BUILD BETTER TOMORROW DONATION
\$	2,000	BUILD BETTER TOMORROW DONATION
\$	400,000	RESO 2025-174 FEASIBILITY STUDY
\$	400,000	RESO 2025-174 FEASIBILITY STUDY
\$	1,000	FUND CUSTOMER OUTREACH SERVICE
\$	1,000	FUND CUSTOMER OUTREACH SERVICE

\$	397	CHAITEE112
\$	397	CHAITEE112
\$	75,000	LOBBYIST (RUBIN TURNBULL)
\$	75,000	LOBBYIST (RUBIN TURNBULL)
\$	1,050	CM PROMO
\$	1,050	CM PROMO
\$	1,450,000	RESO 2025-187 CORONA DEL MAR-CRA PHASE 3
\$	1,450,000	RESO 2025-187 CORONA DEL MAR-CRA PHASE 3
\$	1,080	FOR JANITORIAL SERVICES
\$	1,080	FOR JANITORIAL SERVICES



**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**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	
<b>VIA:</b>	
<b>DATE:</b>	January 20, 2026

---

**RE:** NMBPD Monthly Report (December 2025)

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**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY**

**IMPACT:**

---

**ATTACHMENTS:**

Description

- ▣ NMBPD Monthly Report (December 2025)



HIGHLIGHTS & SIGNIFICANT INCIDENTS

**NORTH MIAMI BEACH POLICE**

**DEPARTMENT**

**MONTHLY REPORT**

**December 2025**





# HIGHLIGHTS & SIGNIFICANT INCIDENTS

## ADMINISTRATIVE DIVISION

### Recruiting, Academy and Training

- Recruited for a total of 57 hours at various locations in Miami-Dade County. This was at no cost to the City of NMB.
- Recruitment events – Multiple NMBPD Officers are Instructors at MDC and are constantly Recruiting during their teaching assignments.
- Multiple Recruitment efforts at Miami-Dade College in their Basic Law Enforcement and Correctional Officer Classes (Richard C. Slusher II).
- Approximately 20 possible applicants were emailed via the Police Jobs App.

### Personnel

- Multiple Interviews for the position of Certified Police Officer and Police Recruit.

### Training Attended

- Speed Measurement Course (1158)
- Commercial Vehicle Enforcement Training
- Florida Marine Intelligence Unit Seminar
- Florida Asset Forfeiture Law: Understanding Applying Proper Techniques
- PAL 2025 Annual Training Conference
- CPTED For Houses of Worship

### Communications

Answered approximately 1,516 incoming calls for police service.



# HIGHLIGHTS & SIGNIFICANT INCIDENTS

## OPERATIONS DIVISION

- **ROAD PATROL**

- Calls for Service: 7497; Including: Watch Orders: 2230; Night Eyes: 679; Community Contacts: 747
- 85 (37 felonies) arrests this month. 575 traffic stops.

- **NOTABLE ACTIONS:**

- On December 17, 2025, at approximately 0458 hours, while on routine patrol, Officer Antoine and Officer Cooper observed the defendant standing in the roadway near NE 136 Street and NE 24 Avenue. Officer Antoine initiated a consensual encounter, during which she observed the defendant wearing a green satchel across his chest. Verbal consent was obtained to search the satchel, which contained a black metal box holding approximately 37.2 grams of a white powdery substance packaged in four separate baggies. Also located inside the satchel were a digital scale, a paper ledger, and approximately \$300 in U.S. currency. After being advised of his Miranda rights, the defendant admitted the substance was cocaine. The defendant was taken into custody and transported to TGK. This arrest reflects an excellent proactive stop by Officers Antoine and Cooper.
- On December 22, 2025, at approximately 0414 hours, officers responded to a burglary in progress at the construction site located at 13899 Biscayne Boulevard, North Miami Beach, after a male subject was observed on CCTV by the security company. As units established a perimeter around the site, a male suspect was seen fleeing southbound through the property but returned to the building upon seeing officers on scene. K-9 units were requested to clear the 17-story building. K9 Officer Stewart and his partner, Sparta, apprehended one suspect inside, while a second suspect was located attempting to exit the property and taken into custody. This arrest demonstrates excellent teamwork by the midnight shift in maintaining a large and complex perimeter, as well as the rapid and effective response of the K-9 unit.
- PPO's Pierre, Mejias, and Ming completed Phase 1 of the Field Training Officer Program.
- K9 Unit tryouts were conducted. Officer's Melo and Tahir successfully completed the selection process.



# HIGHLIGHTS & SIGNIFICANT INCIDENTS

## COMMUNITY PARTNERSHIP DIVISION

### Community Policing & Patrol Operations

- Community Policing Detectives conducted high-visibility patrols in Polaris (golf cart) vehicles throughout the Winward area from December 14–20.
- Marine Patrol conducted proactive patrol operations on Maule Lake on December 28, resulting in two vessel stops and 30 community contacts.

### Ceremonies, Funerals & Special Observances

- Motors Unit attended the Indian River County Deputy Funeral on December 2, 2025.
- The Menorah Lighting Ceremony, held on December 18, was well attended and concluded without incident.

### Community Events & Outreach

- Snow Fest, held on December 13, was a major success with an estimated 10,000 attendees and no significant issues reported.
- The Golden Ticket event successfully distributed approximately 900 toys to children on December 13.
- Shop with a Cop was conducted at Walmart on December 15, allowing 80 children to participate in a positive holiday experience.
- On December 16, Community Policing Detectives partnered with the Mystic Force Foundation to host a holiday party and tree lighting ceremony in front of the police station. The event was highly successful, and participating children greatly enjoyed the festivities.
- The Police Athletic League (PAL) of North Miami Beach hosted its annual Christmas Toy Giveaway at Allen Park on December 17, which was a tremendous success for the PAL children and families.
- Heroes and Helpers was conducted at Target on December 20, where 14 children participated and received toys donated by Target.

### Donations & Special Community Engagements

- Detective Quinones received a toy donation from Audi of North Miami, which was distributed to Road Patrol officers to hand out to children throughout the city.
- Officer Simon and Motorman Soto attended a Birthday Caravan honoring the son of the late MDSO Sergeant Cajuso, demonstrating continued support for the law enforcement family.



# HIGHLIGHTS & SIGNIFICANT INCIDENTS

## INVESTIGATIVE DIVISION

- On December 18, 2025, at approximately 0700 hours, the Tactical Investigations Unit (TIU), with support from North Miami Beach and Aventura Specialized Response Teams (SRT), executed search warrants at two Highland Village residences (2290 NE 136 Street and 2275 NE 136 Street) as part of an ongoing narcotics investigation. The operation targeted an organized criminal element distributing crack cocaine and Fentanyl, with prior surveillance and intelligence from local residents identifying individuals involved in manufacturing, selling, and using illicit substances near trailers and along 135 Terrace by the Recreation Center. The search resulted in the seizure of Fentanyl pills and crack cocaine, and arrests were made for possession with intent to sell and distribute, including sales within 1,000 feet of a school and church, as well as addressing an outstanding arrest warrant. This operation was supported by undercover surveillance and controlled narcotics purchases, and the search warrants were authorized by a judge based on evidence presented to the State Attorney's Office.
- On October 17, 2025, I responded to 1904 NE 167 Street regarding a burglary in which the victim reported that an unknown male jumped her fence and stole her bicycle. Surveillance video showed a school-aged Black male entering the yard, taking the bicycle, and fleeing with several other juveniles. A subsequent review of the footage led investigators to a nearby middle school, where staff identified the offender as a student; attendance records confirmed the student was absent during the time of the burglary. On December 3, 2025, detectives located the juvenile at the school, took him into custody without incident, and transported him for processing. The juvenile's guardians were notified, and he spontaneously stated, "I was framed."
- Detective Villalonga responded to an attempted occupied burglary at 100 NE 169th Terrace, where CCTV footage showed the suspect attempting to unlawfully enter the residence and threatening the occupants. At approximately 1456 hours, the suspect returned to the location, at which time the victim reported shooting him. Responding units located the suspect suffering from multiple gunshot wounds; he was transported to the hospital for treatment. Subsequent review of CCTV footage revealed the victim exited the residence, pursued the suspect, and discharged multiple rounds, including after the suspect had fallen to the ground. On December 14, 2025, the suspect was medically cleared and transported to TKG on burglary charges. The victim was also charged with aggravated battery.
- On August 29, 2025, at approximately 1645 hours, a 19-year-old male was assaulted while walking home near 13621 Highland Drive by five Hispanic males



## HIGHLIGHTS & SIGNIFICANT INCIDENTS

traveling in a black four-door BMW. The victim recognized two of the suspects from a prior encounter earlier that day at a North Miami McDonald's and from a previous incident approximately three years earlier at the Alonzo and Tracy Mourning location. During the assault, one of the suspects brandished a firearm, and the group forcibly took the victim's cellphone before fleeing the area. The victim sustained head injuries and was transported to Jackson North Hospital for treatment. On December 9, 2025, one of the identified suspects was taken into custody at a local high school, charged accordingly, and transported to TGK.

- On November 10, 2025, officers responded to 17010 W. Dixie Highway (Kayf Kava) regarding a criminal mischief incident. The victim reported that his secured electric bicycle had been kicked and damaged, resulting in approximately \$475 in damage. Surveillance video showed an unknown male attempting to remove the locked e-bike before kicking it. A follow-up investigation identified the suspect, who was located on December 18, 2025. After being advised of his Miranda rights, the suspect admitted to the offense and was arrested and transported to the JAC, closing the case by arrest.
- On December 7, 2025, a strong-arm robbery was reported after a victim arranged a Facebook Marketplace transaction to sell a 925-silver gold chain and met the suspect near the NMBPD station. The suspect placed the chain around his neck, falsely claimed he would pay via Zelle, then fled with the chain and pushed the victim while escaping; the incident was captured on the victim's Meta glasses and uploaded into RMS. A follow-up investigation identified the juvenile suspect, who was arrested on December 16, 2025, at NMB Senior High School, where the stolen chain was recovered from his pocket. The suspect provided a spontaneous admission, was transported for processing, later released to a parent/guardian, and the chain was impounded for return to the victim.
- On August 20, 2025, North Miami Beach Police responded to a shooting at 2020 NE 169 Street involving a male city employee who later succumbed to his injuries at Aventura Hospital. The investigation revealed that more than 30 rounds were fired by multiple suspects who fled on foot. A subsequent search warrant executed at 4900 NW 15th Court resulted in one homicide arrest, two additional arrests on outstanding warrants, and the recovery of multiple firearms. On September 2, additional suspects were apprehended, and five firearms were seized, including one reported stolen and two equipped with switches. Detective Dostaly testified at Arthur Hearings for identified shooters, whose bonds were denied. The final outstanding suspect was later located and arrested by MDPD during a gang-related operation. All individuals connected to this homicide have now been apprehended.
- The Investigations Division made 22 arrests. TIU made 6 arrests, 5 felony arrests and 1 bench warrant arrest. The Detective Bureau made 16 arrests, 9 felony arrests, and 7



# HIGHLIGHTS & SIGNIFICANT INCIDENTS

misdemeanor arrest.



**City Manager's Report  
16.3.**

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

**MEMORANDUM**

---

<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	
<b>VIA:</b>	
<b>DATE:</b>	January 20, 2026

---

**RE:** NMB Water Updates & Highlights (December 2025)

---

**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY**

**IMPACT:**

---

**ATTACHMENTS:**

Description

- ▣ NMB Water Highlights (December 2025)



# Monthly Progress Report

## December 2025

### Operations and Maintenance



# NMB Water Monthly Progress Report – December 2025

## Executive Summary

This report serves approximately 175,000 customers across Miami Gardens, Aventura, Sunny Isles Beach, Golden Beach, and parts of unincorporated Miami-Dade County, delivering over 700 million gallons of water monthly.

## Key Achievements

- Production and Distribution: The Norwood Water Plant produced approximately 672 million gallons of water.
- Continued to manage the Florida Department of Environmental Protection (DEP) Grants and the WIFIA Loan for Capital Improvement Projects, which included hosting a successful on-site visit from the Environmental Protection Agency (EPA).

## Challenges

- Operations Center Rehabilitation – The 30-day acceptance test commenced on November 15, 2025, as part of substantial completion. However, the acceptance test for VFD #4 was rejected due to issues with the VFD failing to restart after a power interruption. This issue must be resolved before the acceptance test can resume. The acceptance test for VFD #3 has not started yet.

## Financial Performance

The FY26 financial health of NMB Water remains strong, with key metrics showing efficiency and stability.

- Operating Ratio: 38%
  - Definition: Operating expenses as a percentage of operating revenue (lower is better).
  - Performance: Indicates efficient cost management, though unusually low for utilities (typical range: 80 – 90%).
- Bond Rating: A+ (Upper Medium Grade)
  - Performance: Reflects strong creditworthiness.
- Repair and Replacement Funds for FY 2026:
  - Allocated: \$3,366,100.00
  - Invested: \$91,652.00 (2.72% encumbered)
  - Performance: Funds primarily support Water Production, Wastewater, Water Distribution, and Utility Control Systems Management.

## Financial KPIs

KPI	Value	Target/Range	Status
Operating Ratio	38%	Lower is better	Efficient
Bond Rating	A+	Upper Medium Grade	Strong
Repair and Replacement Fund	\$3,366,100. / \$91,652.	Full utilization implied	On Track

## Water Quality Control (901)

Water quality meets all regulatory standards, ensuring safe drinking water for customers.

### Water Quality Parameters

Parameter	Value	Target/Range	Status
pH	9.1	8.75-9.2	Compliant
Turbidity	0.21 NTU	<1 NTU	Compliant
Chlorine Residual	3.6 mg/L	0.6-4.0 mg/L	Compliant
Total Coliform	0.76%	<5%	Below Target

## Production / Distribution / Maintenance (904)

Operational capacity remains robust, with production exceeding targets and maintenance effective:

- Water Produced: 672 million gallons
  - Comparison: Below the monthly average of 700 million gallons.
- Pipe Leaks: 30 per 100 miles
  - Target: <55.90 per 100 miles
  - Performance: Below target, indicating effective maintenance.
- Pipe Breaks: 1
  - Target: <55.90 per 100 miles annually
  - Performance: Likely within target, assuming extensive network (industry avg: 11.1 breaks/100 miles/year).

## Capital Improvement Projects (900)

- Norwood Water Treatment Plant Improvement – Department of Health issued certification for the 5-million-gallon 36" and 42" pipes. The tank can be placed in the operation.
- Corona del Mar Private Laterals - Group 5 (24 properties) – The City is currently securing permits for all properties in this group.

## Customer Service (916)

Customer Service (CS) provides services for meter reading, Itron and Invoice Cloud management, billing, money-collection, and call center to approximately 34,950 customer accounts.

- Customer Interactions (November):
  - Total: 1,289
  - Average Acceptance Rate: 100%
  - Average Handle Time: 5:48 minutes
  - Average Talk Time: 4:26 minutes
  - Total RNA (rings no answer): 0

## Additional Metrics

### Wastewater Collection (910)

- Planned Maintenance: 35% achieved

### Engineering and Infrastructure (912)

- Location Tickets Received      673
- Right-of-Way Permits            7
- Utility Requests                    24
- Building Plan Reviews            12

### Materials Control & Equipment – Warehouse (915)

- Monthly Inventory Analysis: \$58,723.39

## Community Outreach

- Public Utilities Director (NMB Water) Hamid Nikvan was honored to receive the Water Distribution System Award for Division 8 (Florida Utilities over 130,000 customers) from the Florida Section of the American Water Works Association (AWWA). The award was presented to Director Nikvan and Engineering Manager Karim Rossy during a special ceremony at the AWWA Florida conference in Orlando on December 3. This achievement reflects the hard work of the NMB Water staff and reinforces our commitment to operational excellence and public service.
- NMB Water participated in the John F. Kennedy Middle School Magnet Showcase on December 13. Team members distributed reusable water bottles and other educational water conservation materials to parents and their children.

- On December 20 and 21, NMB Water was proud to be a sponsor at the City of North Miami Beach Asian Night Market. Representatives were on hand to promote water conservation efforts as well as answer questions from attendees.

### Upcoming Initiatives

- Master Pump Station 4 Force Main Replacement – Certification and permit close-out with DERM upcoming early January 2026.
- Norwood Water Treatment Plant Raw Water Transmission – The easement documents were signed by City of Miami Gardens, but ROW Permit is still pending. The Contractor is planning to start soft mobilization January 2026.

### Conclusion

- The NMB Water Monthly Progress Report provides a comprehensive yet concise dashboard, highlighting KPIs, achievements, and challenges. It ensures stakeholders find the information accessible and actionable, reducing the likelihood of being ignored.

# Capital Improvement Program Management Support Monthly Progress Report

November 21, 2025, through December 19, 2025

**NORTH MIAMI BEACH, FLORIDA**





# CIP Management Support **Monthly Progress Report**

November 21, 2025, through December 19, 2025

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Construction

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Program Management

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CIP Project Tables

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## Construction

### Sebastian Kulesza – CIP Construction Manager

#### Highlights & Milestones

- **Eastern Shores Watermain System Rehabilitation – Phase 2**
  - As-builts are being reviewed by City of North Miami Beach.
  - The Contractor and CIP Team are pursuing closure of the ROW Permit with City of North Miami Beach.
- **Norwood Water Treatment Plant Improvements**
  - The contractor completed working on installation of the interior partitions, electrical systems, and interior doors. Painting, tiles, and flooring installation are completed.
  - DOH issued certification for the 5MG tank, 36” and 42” pipes. The 5MG tank can be placed in the operation.
  - 30” FW was connected to all six new high service pumps. The final connection to the existing 30” PW line is scheduled to be completed in the first week of January 2026.
  - The tie-in of potable water for new warehouse is scheduled to be completed in the first week of January 2026.
  - The Contractor set motors at HSPS and continues with installation of electrical conduits and control panels for the motors.
- **Corona del Mar Collection System – (Private Laterals)**
  - Group 4 (32 properties) – Eighteen homes have been connected and successfully passed the FDOH post-connection inspection. All remaining properties have the necessary permits. However, a utility conflict affecting four properties on NE 160<sup>th</sup> Street within this group was identified in the field, causing delays in their connections. During the last week of November, excavation was performed to assess the extent of the conflict. Based on field verification, three properties can be connected, while at one property the abandoned pipe must be removed to clear the interface with the lateral pipe.
  - Group 5 (24 properties) – The City is currently making payments and securing permits for all properties in this group.
- **Operations Center Rehabilitation**
  - Variable Frequency Drives (VFDs) and Motor Control Centers (MCCs) have been installed.
  - The 30-day acceptance test commenced on November 15, 2025, as part of substantial completion. However, the acceptance test for VFD #4 was rejected due to issues with the VFD failing to restart after a power interruption. This issue must be resolved before the acceptance test can resume. The acceptance test for VFD #3 has not started yet.
- **Norwood Water Treatment Plant Production Wells Installation**
  - The project has been completed and final report submitted.
- **Bell Gardens Force Main Replacement**
  - Contractor finished pipe installation outside the Hard Rock Stadium including directional drill under Honey Hill Drive. The City is in coordination with the County to discuss the extent of the restoration on 199<sup>th</sup>.
  - The City of North Miami Beach received confirmation for the force main tie-in on 199<sup>th</sup> from WASD on November 20, 2025.
  - The contractor began restoration along NW 24<sup>th</sup> Avenue and is coordinating street resurfacing with the subcontractor.
  - The City met with the contractor on December 17, 2025 to reduce the scope of work. The CIP Team is finalizing paperwork to complete this task.
- **Master Pump Station 4 Force Main Replacement**
  - Master Pump Station #4 substantial completion was issued on September 22, 2025.
  - DERM certification – 90-day pressure monitoring data collection in progress for final certification.
  - The CIP Team closed out of the ROW permit with City of Miami Gardens.

- **Bunche Park Watermain Rehabilitation**
  - Substantial completion was issued on September 22, 2025.
  - Permit close-out with SFWMD and USACE is delayed due to recent government shutdown.

### Challenges & Issues

- Permitting continues to be a challenge especially for Corona del Mar (Private Laterals).
- Corona del Mar amendment of the Contract with new finish date was sent to the Contractor on September 16, 2026, with a new completion date on November 29, 2026. Field exploration of the existing utilities was done on December 11, 2025, and RFI-01 was closed and proposed solution provided. Tie-in of properties along NE 160<sup>th</sup> Street has resumed after response of RFI-01.
- Permitting for ROW and FPL easement is delaying commencement of the Raw Water Transmission Main and Wells (W002a) project. City of NMB received signed easement documents from City of Miami Gardens, but ROW permit has not been issued yet.

### Upcoming Initiatives & Deliverables

- **Eastern Shores Watermain System Rehabilitation – Phase 2**
  - The closeout process is continuing – awaiting ROW Permit close-out with City of North Miami Beach and final as-builts.
- **Norwood Water Treatment Plant Progressive Design-Build at a Budget**
  - Completion of the workshop is pending potable water supply connection to the existing 8” water main. Obtaining the Certificate of Occupancy will be applied for after water connection.
  - Completion of the new High Service Pump Station, VFD replacements, and SCADA.
  - The 5-Million-Gallon Storage Tank placed in service.
- **Master Pump Station #4 Force Main Re-Routing**
  - Certification and permit close-out with DERM upcoming early January 2026.
- **Bell Gardens Force Main Replacement**
  - Final resolution for stadium’s portion is pending and coordinated with Stadium schedule. An alternate connection point to proposed WASD 36” Transmission Force Main was approved and will be completed once WASD completes force main construction.
- **Operations Center Rehabilitation**
  - The acceptance test started on November 15 for VFD #4 was rejected pending resolution of fault due to power failure simulation.
  - The Contractor and Designer is currently coordinating a resolution.
- **Bunche Park Watermain Rehabilitation**
  - Permit close-out with SFWMD and USACE.
- **Norwood Raw Water Transmission**
  - The easement documents were signed by City of Miami Gardens, but ROW Permit is still pending. The Contractor is planning to start soft mobilization first week of January 2026.

## Program Management

### Aqeel Abdool-Ghany, PE – CIP Program Manager

#### Schedule Update

The schedule was updated with available information through Friday, December 19, 2025. The commentary below denotes what changes were made and their impacts. The schedule modifications described below do not have an impact to the overall WIFIA Project Milestone dates. The WIFIA Substantial Completion Phase IIA, IIB and IIC date is now forecast to be May 7, 2027, versus last month's forecast of April 19, 2027, 73 days after the WIFIA Deadline. The WIFIA substantial completion (WIFIA Development Default Deadline) is February 23, 2027.

#### Project Specific Updates – WATER

- **WATR2002 – Construction of Norwood WTP Improvements Phase 2 (Raw Water Transmission Main) –** Construction began on August 13, 2025, and will run through August 12, 2026. Project completion is forecast to be November 13, 2026, as reported last month.
- **WATR2002 – Construction of Norwood WTP Improvements Phase 2 (Wells) –** The Biscayne Aquifer Well Development and Testing is finished on May 29, 2025. Final report was submitted to City of North Miami Beach.
- **WATR2002 – Construction of Norwood WTP Improvements Phase 2 (Plant Improvements) –** Substantial completion is holding as previously forecast for April 15, 2026, as reported last month. Final completion is planned for May 30, 2026, as reported last month.
- **WATR2005 – Eastern Shores Watermain System Rehabilitation Phase 1 –** Construction was completed April 30, 2023.
- **WATR2005 – Eastern Shores Watermain System Rehabilitation Phase 2 –** Substantial completion date was April 15, 2025. Final completion is forecast for December 31, 2025.
- **WATR2007 – Oleta River Crossing –** Project completion was December 31, 2024.
- **WATR2007 – 165<sup>th</sup> & W. Dixie Highway (Snake Creek) –** “Construction Procurement” is currently under the control of Miami-Dade County Public Works. The CIP Team previously reported Construction Procurement would wrap up on October 1, 2025, and have now pushed that out to December 31, 2025. Project completion is forecast to be February 4, 2027.
- **WATR2007 – Sunny Isles Watermain Replacement –** This project is currently on hold until further notice.
- **WATR2007 – Highland Village Watermain Replacement –** This project is currently on hold until further notice.
- **WATR2007 – West Dixie Highway Industrial, 153<sup>rd</sup> Street Watermain –** The project is complete.
- **WATR2007 – I-95 & Turnpike Watermain Improvements –** This project is currently on hold until further notice.
- **WATR2007 – Bunche Park Watermain Improvements –** CIP Team is tracking 27<sup>th</sup> Avenue separate from the rest of the project. Construction substantial completion was September 22, 2025. Construction completion is currently forecast to be December 31, 2025, versus last month's forecast of November 6, 2025, as the CIP Team awaits USACE/SFWMD permit closure.
- **WATR2007 – Pinetree Park / Pinetree North –** “Prepare & Submit Permit Applications,” began on September 4, 2025, and finished October 5, 2025. Updated Bid Evaluation durations to be around March 2026. This pulled Construction up by about a month. Construction completion is forecast for March 15, 2027, as reported last month.

- **WATR2007 – Pinetree Park / Pinetree South** – “Prepare Final Design Package,” is forecast to finish December 31, 2025, as reported last month. “Prepare & Submit Permit Applications,” completion was November 28, 2025. The CIP Team updated Bid Advertisement and Evaluation last month. These changes pulled Construction up. Project completion is forecast to finish December 29, 2026, as reported last month.
- **WATR2007 – Norland Southeast Phase 4** – This schedule has been updated to reflect the Designer’s schedule. “Prepare Final Design Package,” is forecast to finish December 31, 2025, as reported last month. “Prepare & Submit Permit Applications,” completion is November 28, 2025. The CIP Team updated “Bid Advertisement and Evaluation”. These changes pulled Construction up. Project completion is forecast to finish December 29, 2026, versus last month’s forecast of January 17, 2027.
- **WATR2007 – Aerial Crossing Replacement** – This project is currently on hold until further notice.
- **WATR2009 – Design and Construct SCADA & Radio Telemetry System Upgrades** – Project was previously reported with completion of May 1, 2025. Project in construction with final completion to be April 15, 2026.
- **WATR2010 – Design and Construct Honey Hill Watermain System Rehabilitation** – Construction completion was November 30, 2022.
- **WATR2012 – Design and Construct Operations Center Pump Station Improvements** – Minimal Construction work was performed. VFD was installed and Contractor scheduled CC Control (Subcontractor) to finalize SCADA programming on September 23, 2025, before Substantial Completion Certificate can be issued as it requires 30-day acceptance test. Construction Substantial Completion was pushed out to December 19, 2025, and pushes Final Completion out to March 18, 2026.

#### Project Specific Updates – SEWER

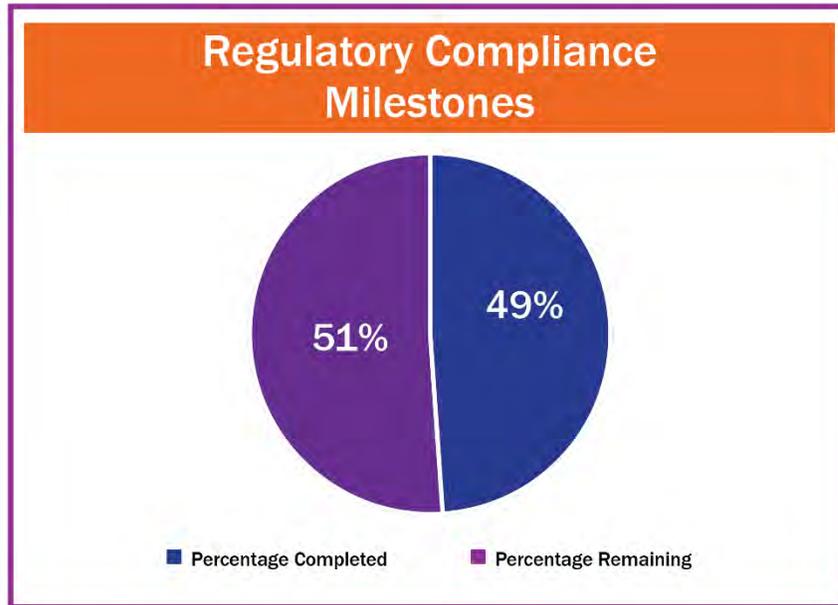
- **SEWR2001 – Wastewater Collection Repairs and Replacements Program** – The City has taken over management of this project. The CIP program is no longer tracking this project.
- **SEWR2002 – Construct Master PS #4 Force Main Re-Routing** – “Construction Administration & Permitting,” is forecast to finish January 31, 2026, versus last month’s forecast of November 30, 2025. Substantial completion was achieved September 22, 2025, with Final completion date on January 31, 2026. Based on the coordinating with Miami-Dade County Regulatory and Economic Resources permit close-out can be obtained after 90-day pressure monitoring at the MPS#4.
- **SEWR2003 – Implement Wastewater Collection System Plan of Compliance**
  - Inspections – The Inspections have been split into two separate sections – Well Field, and Palm Land.
    - “Recommended Repairs Completion,” finished on December 26, 2024. The CIP Team added a new task named RAI #1 from DERM that is forecast to have completion December 31, 2025.
    - Palm Land is forecast to complete December 29, 2025.
- **SEWR2004 – Construct Cravero Force Main Replacement** – This project finished on May 16, 2025.
- **SEWR2005 – Construct Velda Farm Force Main Replacement** – This project was managed by the City of NMB. The project Final completion was on December 20, 2024.
- **SEWR2006 – Construct Corona del Mar Phase II (Main Line Sewer)** – Construction completion was November 30, 2023.
- **SEWR2006 – Construct Corona del Mar Phase II (Private Property Laterals)** – “Construction Administration & Permitting,” runs in parallel with Construction thru Substantial Completion as permits will be pulled throughout the Construction to Substantial phase. Construction through Substantial completion started June 12, 2024, and is forecast to finish November 29, 2026.

- **SEWR2007 – Construct Bell Gardens Force Main Replacement** – “Construction Administration & Permitting,” is forecast to finish December 22, 2025, versus last month’s forecast of November 30, 2025. Construction completion is forecast to be October 15, 2026, as reported last month. The last segment of the project within Hard Rock stadium tying into the existing force main at existing Pump Station #24 is currently on hold due to obtaining the required easement. The project-initiated discussion with Miami-Dade WASD for alternate connection point to proposed 36” Transmission Force Main along Snake Creek Canal. Final connection of the force main at PS#22 is planned to be completed by September 30, 2025. The contract duration was amended on August 8, 2025, with final completion extended to August 16, 2026, for Substantial Completion, with Final Completion date on October 15, 2026.
- **PARK1912 – Washington Park Sewer Connection** – This project was removed from the CIP project list by the City of NMB.
- **SEWR2201 – NE 19<sup>th</sup> Avenue Business District Sanitary Sewer System** – This project was removed from the CIP project list by the City of NMB.

## Key Performance Indicators (KPI)

The CIP Team has defined the process for tracking KPI's within the CIP Program and updated the PMP accordingly. Below you will find the information for each of the current measured metrics.

- Regulatory Compliance Milestones** – A total of 53 WIFIA milestones have been identified. A total of twenty-six (26) WIFIA milestones have been completed representing 49% overall completion. There were no milestones completed during this reporting period.



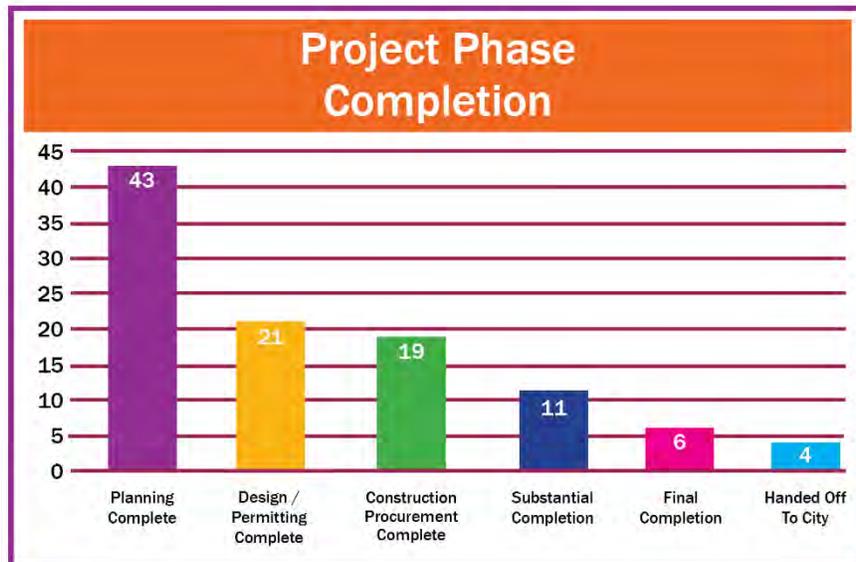
- Change Order Quantity** – Twenty-eight (28) Change Orders have been approved, representing a total program increase cost of \$11,579,236.50. There were no Change Orders approved during this reporting period.



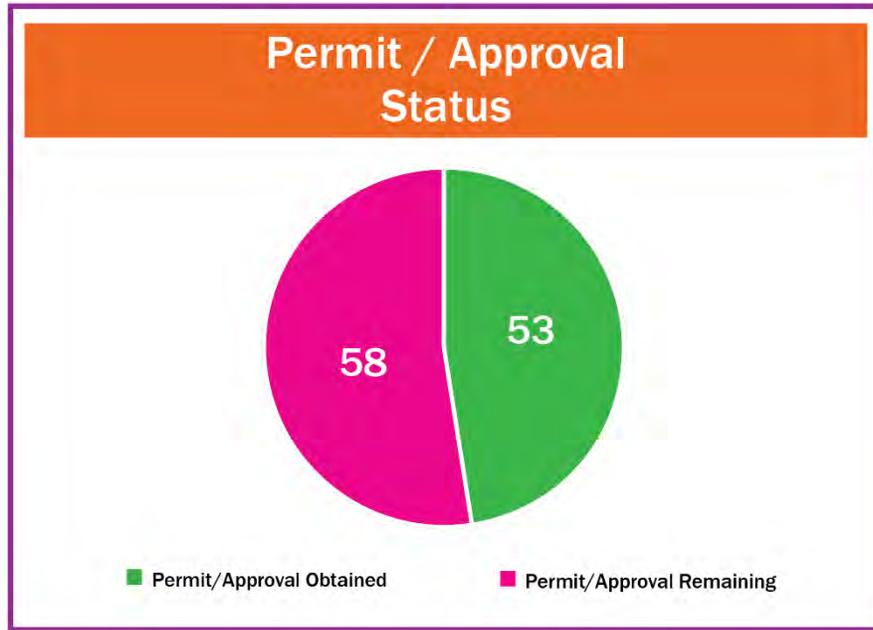
- 3. **Change Order % of Change** – The Change Orders approved for \$11,579,236.50 represents a 12.68% overall program cost increase.



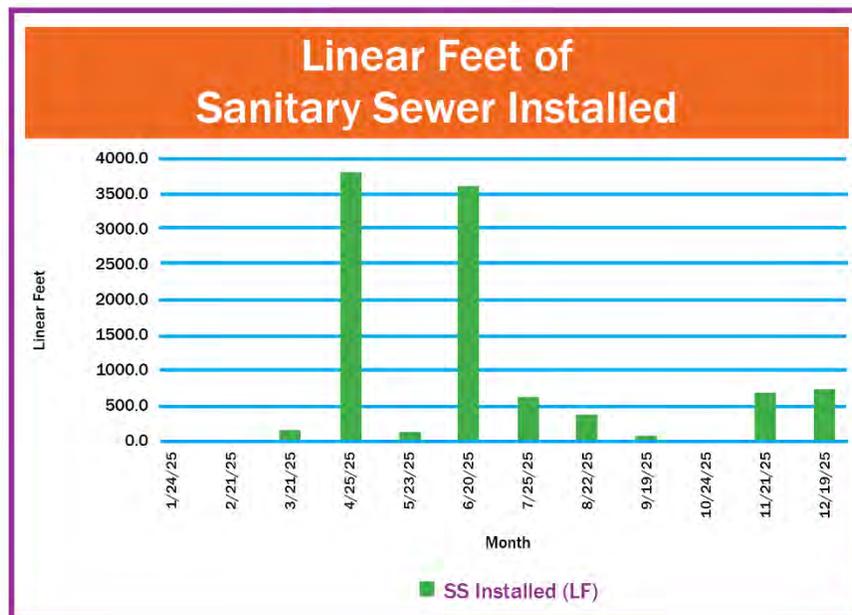
- 4. **Health & Safety** – There are a total of 5 safety incidents. None occurred in this reporting period.
- 5. **Project Phase Completion** – There are 43 identified potential projects in the CIP. The graph below shows how many projects have completed each of the milestones.

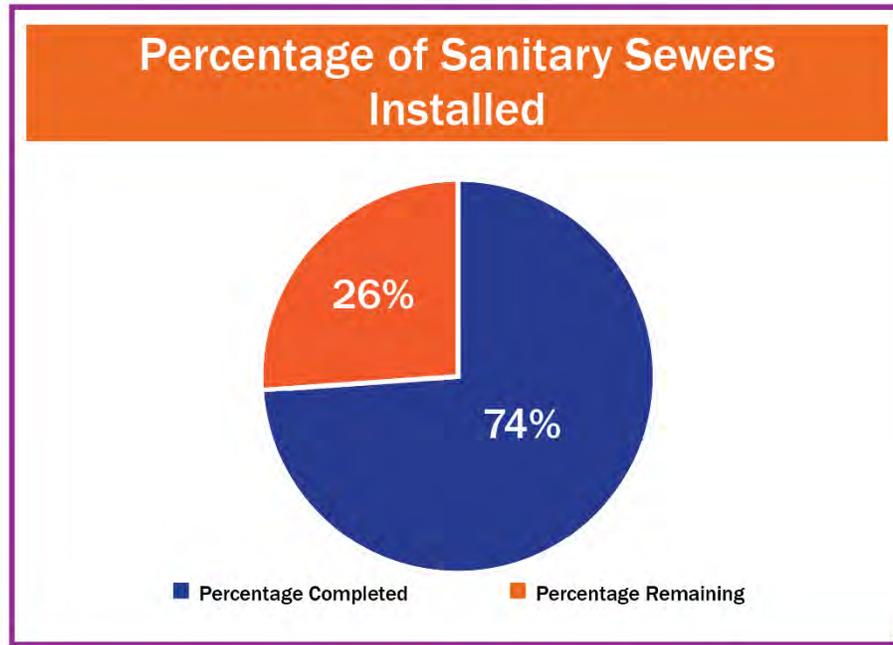


6. **Permit/Approval Status** – There are currently 58 permit / approvals identified still needed to be secured under this program from various agencies including Miami-Dade County Public Works, South Florida Water Management District, the Florida Department of Transportation. There were no permits obtained during this reporting period.

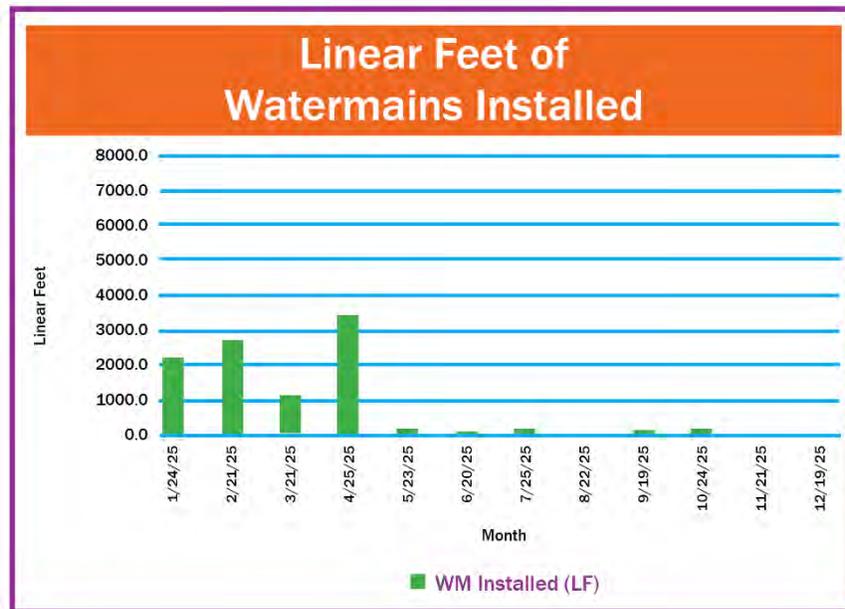


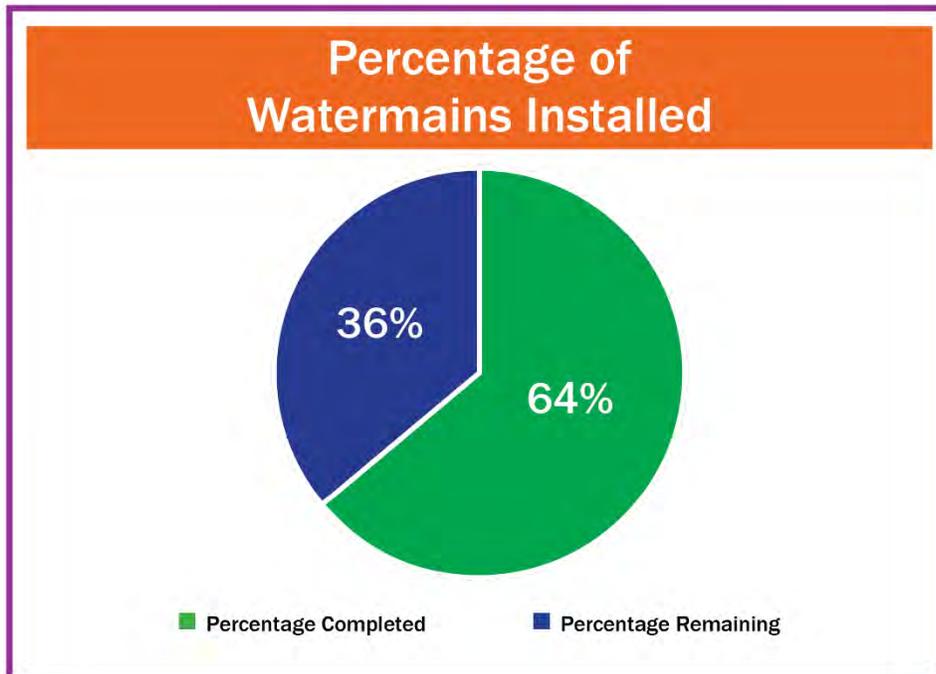
7. **Linear Feet of Sanitary Sewer Installed** – There is a total of 23,394 linear feet of sewer currently planned to be installed. To date, 17,271 linear feet have been installed. 622 linear feet were installed in this period.





8. **Linear Feet of Watermains Installed** – There is a total of 89,602 linear feet of watermains identified in the planning documents to be installed. There were no linear feet installed during this reporting period. To date 57,507 linear feet have been installed.





## CIP Water Projects

Project Title	Project Code	Current Investment	PO's Committed	Remaining
WIFIA – Construct Norwood WTP Expansion Phase 2	WATR2002	\$44,715,529.79	\$44,705,529.79	\$10,000.00
WIFIA – Design and Construct Eastern Shores Watermain System Rehabilitation	WATR2005	\$19,254,041.63	\$19,254,041.63	\$-
WIFIA – Design and Construct Norwood WTP Electrical System Improvements	WATR2006	\$131,740.56	\$119,575.93	\$12,164.63
WIFIA – System-wide Watermains Replacement Program	WATR2007	\$16,365,529.00	\$12,113,207.81	\$4,252,321.19
WIFIA – Design and Construct SCADA and Radio Telemetry System Upgrades	WATR2009	\$5,259,159.02	\$3,388,590.13	\$1,870,568.89
WIFIA – Design and Construct Honey Hill Watermain System Rehabilitation	WATR2010	\$1,835,023.00	\$1,833,158.00	\$1,865.00
WIFIA – Design and Construct Operations Center Pump Station Improvements	WATR2012	\$2,353,977.00	\$1,729,654.95	\$624,322.05
		<b>\$89,915,000.00</b>	<b>\$83,143,758.24</b>	<b>\$6,771,241.76</b>

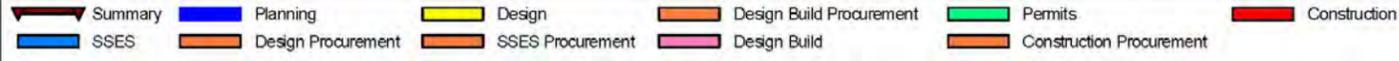
## CIP Sewer Projects

Project Title	Project Code	Current Investment	PO's Committed	Remaining
Wastewater Collection Repairs and Replacements Program	SEWR2001	\$424,457.24	\$415,775.64	\$8,681.60
Construct Master PS #4 Force Main Re-routing	SEWR2002	\$3,887,079.05	\$3,887,079.05	\$-
Implement Wastewater Collection System Plan of Compliance	SEWR2003	\$456,483.99	\$456,483.99	\$-
Construct Cravero Force Main Replacement	SEWR2004	\$484,557.84	\$473,413.68	\$11,144.16
Construct Velda Farms Force Main Replacement	SEWR2005	\$160,929.77	\$160,929.77	\$-
Construct Corona del Mar Low Pressure Collection System - Phase 2	SEWR2006	\$5,386,366.29	\$5,386,366.29	\$-
Construct Bell Gardens Force Main Replacement	SEWR2007	\$3,916,361.91	\$3,916,361.91	\$-
Washington Park	PARK1912	\$358,171.65	\$358,171.65	\$-
19 <sup>th</sup> Avenue	SEWR2201	\$30,230.82	\$30,230.82	\$-
		<b>\$15,104,638.56</b>	<b>\$15,084,812.80</b>	<b>\$19,825.76</b>

CIP Project Schedule - Detail

North Miami Beach Water  
 FY 2020 - FY 2025 CIP Program Schedule Update #62 - Level 2 - WBS Phases  
 Data Date - 19-Dec-25  
 Print Date - 22-Dec-25

Activity ID	Activity Name	Original	Start	Finish	Total Flow	1	2	3	4	5	6	7	8
						IMBFY21	IMBFY22	IMBFY23	IMBFY24	IMBFY25			
<b>North Miami Beach Water CIP Program Schedule_Update_62_12.19.25</b>													
<b>Program Management</b>													
	Program Milestones	2526	03-Aug-20A	06-Jul-27	-134								
	Update PMP Plans	118	03-Aug-20A	30-Nov-20A									
	WIFIA General and Financial Milestones	2442	27-Oct-20A	06-Jul-27	-134								
<b>FY 2020 CIP Delivery Program: Fund: 410 - Water Capital Projects</b>													
<b>WATR2002 - Construction of Norwood WTP Improvement (Phase 2)</b>													
	Milestones	2100	12-Feb-21A	13-Nov-26	41								
	Project Planning and Delivery Method	191	03-Aug-20A	12-Feb-21A									
	Work Package 1 - Raw Water Transmission Main	2028	25-Jul-21A	11-Feb-27	11								
	Milestones	1991	30-Aug-21A	11-Feb-27	11								
	Design Procurement	172	25-Jul-21A	09-Nov-21A									
	Design	882	19-Apr-22A	12-Jun-24A									
	Permitting	305	17-May-23A	15-May-24A									
	Construction Procurement	350	15-May-24A	19-Mar-25A									
	Construction	603	21-Mar-25A	13-Nov-26	11								
	Work Package 2 - Production Wells	1789	10-Oct-20A	29-Aug-25A									
	Milestones	1582	16-Apr-21A	15-Aug-25A									
	Permitting	376	10-Oct-20A	24-Sep-21A									
	Construction Procurement	250	09-Aug-21A	25-Aug-22A									
	Construction	1000	02-Sep-22A	29-Aug-25A									
	Work Package 3 - Plant Improvements	1992	15-Jan-21A	29-Jun-26	238								
	Milestones	1847	08-Jun-21A	29-Jun-26	238								
	Design-Build Procurement	379	15-Jan-21A	24-Mar-22A									
	Design-Build	1510	12-Apr-22A	30-May-26	208								
<b>WATR2005 - Design and Construction of Eastern Shores Watermain Syst. Rehab.</b>													
	Eastern Shores Phase 1	991	09-Oct-20A	29-Jun-23A									
	Milestones	991	09-Oct-20A	29-Jun-23A									
	Construction Procurement	340	10-Oct-20A	17-Sep-21A									
	Construction	501	19-Sep-21A	30-Apr-23A									
	Eastern Shores Phase 2	2034	03-Aug-20A	01-Mar-26	368								
	Milestones	1972	04-Oct-20A	01-Mar-26	368								
	Design Procurement	292	03-Aug-20A	19-May-21A									
	Preliminary Design	108	26-Jul-21A	22-Sep-23A									
	Design	318	11-Nov-21A	06-Mar-23A									
	Permitting	308	12-May-22A	06-Mar-23A									
	Construction Procurement	321	13-Feb-23A	19-Dec-23A									
	Construction	699	13-Jan-24A	31-Dec-25	368								
<b>WATR2006 - Design &amp; Construct Norwood WTP Electrical System Improvements - See WATR2002</b>													
		0			0								
<b>WATR2007 - System Wide Transmission &amp; Distribution Watermain Replacement Program</b>													
	Planning	329	03-Aug-20A	30-Jun-21A									
	183rd Street Bike Lanes	625	03-Aug-20A	22-Apr-22A									
	Milestones	286	30-Jul-21A	22-Apr-22A									
	Construction	449	03-Aug-20A	19-Feb-22A									
	Aerial Crossings Refurbishment	502	02-Sep-20A	19-Jan-22A									
	Milestones	370	14-Jan-21A	19-Jan-22A									
	Construction Procurement	253	02-Sep-20A	14-Apr-21A									
	Construction	209	27-Apr-21A	17-Dec-21A									
	Oleta River Crossing at West Dale Highway	1667	03-Aug-20A	29-Feb-25A									
	Milestones	804	16-Dec-22A	29-Feb-25A									
	Permitting	390	03-Aug-20A	22-Apr-22A									
	Design-Build Procurement	370	25-Apr-22A	06-Nov-23A									
	Construction	363	07-Nov-23A	31-Dec-24A									
	165th & Dade (Snake Creek)	2376	01-Oct-20A	05-Apr-27	-42								
	Milestones	2271	15-Jan-21A	05-Apr-27	-42								
	Design Procurement	105	01-Oct-20A	15-Jan-21A									
	Design	380	25-Jan-21A	08-Feb-22A									
	Permitting	745	22-Jul-21A	03-Nov-23A									
	Construction Procurement	214	01-Nov-22A	31-Dec-25	-42								
	Construction	395	09-Jan-26	04-Feb-27	-42								
	Sunny Isles Watermain Replacement (ONHOLD)	1889	24-Apr-21A	05-Jun-26	282								
	Highland Village Watermain Replacement (ONHOLD)	2283	24-Apr-21A	06-Jul-27	-134								



North Miami Beach Water  
 FY 2020 - FY 2025 CIP Program Schedule Update #62 - Level 2 - WBS Phases

Data Date - 19-Dec-25

Print Date - 22-Dec-25

Activity ID	Activity Name	Original	Start	Finish	MSB Fm	2020	2021	2022	2023	2024	2025	2026	2027
Page 2 of 4													

North Miami Beach Water  
 FY 2020 - FY 2025 CIP Program Schedule Update #62 - Level 2 - WBS Phases

Data Date - 19-Dec-25

Print Date - 22-Dec-25

Activity ID	Activity Name	Cost	Start	Finish	Proj Fmt	2020	2021	2022	2023	2024	2025	2026	2027
Planning		60	26-Jul-21 A	04-Nov-21 A									
Design Procurement		175	27-Oct-23 A	30-Apr-24 A									
Preliminary Design		60	09-May-24 A	19-Dec-25	371								
Design		379	08-Aug-24 A	31-Dec-25	-5								
Permitting		240	15-Sep-25 A	20-Dec-25	26								
Construction Procurement		82	01-Jan-26	23-Mar-26	-5								
Construction		281	24-Mar-26	29-Dec-26	-5								
Aerial Crossing Replacement (ON-HOLD)													
<b>WATR 2009 - Design &amp; Construct SCADA &amp; Radio Telemetry System Upgrades</b>													
Milestones		1353	30-Sep-22 A	14-Jun-26	253								
Planning		106	17-Dec-20 A	25-Mar-21 A									
Design Build Procurement		389	12-Jan-22 A	24-Aug-23 A									
Construction		837	22-Sep-23 A	15-Apr-26	253								
<b>WATR 2010 - Design &amp; Construct Honey Hill Watermain System Rehabilitation</b>													
Milestones		676	23-Apr-21 A	28-Feb-23 A									
Permitting		209	03-Aug-20 A	23-Apr-21 A									
Construction Procurement		216	05-Mar-21 A	17-Sep-21 A									
Construction		427	30-Sep-21 A	30-Nov-22 A									
<b>WATR 2012 - Design &amp; Construct Operations Center Pump Station Improvements</b>													
Milestones		1857	16-Apr-21 A	17-May-26	281								
Planning		104	08-Jan-21 A	16-Apr-21 A									
Design Procurement		336	17-Apr-21 A	08-Apr-22 A									
Design		372	02-May-22 A	08-May-23 A									
Permitting		62	01-Dec-22 A	07-Mar-23 A									
Construction Procurement		294	08-May-23 A	20-Feb-24 A									
Construction		667	01-Apr-24 A	18-Mar-26	281								
<b>FY 2020 CIP Delivery Program: Fund: 450 - Wastewater Capital Projects</b>													
<b>SEWR 2001 - Wastewater Collection Repairs and Replacements Program (Under City Management)</b>													
Wastewater Collection Repairs and Replacements Program													
Milestones		1001	24-Mar-23 A	19-Dec-25	431								
Design Procurement		0			0								
Design		0			0								
Permitting		0			0								
Construction Procurement		0			0								
Construction		120	24-Mar-23 A	19-Dec-25	431								
Well Field Protection Sewer Lining													
Milestones		136	03-Aug-20 A	18-Dec-20 A									
Construction		29	19-Nov-20 A	18-Dec-20 A									
<b>SEWR 2002 - Construct Master PS#4 Force Main Re-Routing</b>													
Milestones		1667	08-Jul-21 A	31-Jan-26	387								
Permitting		205	03-Aug-20 A	09-Jul-21 A									
Construction Procurement		1272	27-Feb-21 A	28-Oct-24 A									
Construction		458	29-Oct-24 A	31-Jan-26	387								
<b>SEWR 2003 - Implement Wastewater Collection System Plan of Compliance FY19</b>													
Milestones		1582	01-Sep-21 A	31-Dec-25	418								
Planning		1193	19-Sep-21 A	26-Dec-24 A									
Permitting		1490	01-Sep-21 A	31-Dec-25	418								
<b>SEWR 2004 - Construct Cravero Force Main Replacement (Under City Management)</b>													
Milestones		1744	03-Aug-20 A	16-May-25 A									
Permitting		1417	28-Jun-21 A	16-May-25 A									
Construction Procurement		240	03-Aug-20 A	28-Jun-21 A									
Construction		1032	03-Apr-21 A	29-Sep-24 A									
<b>SEWR 2005 - Construct Velda Farm Force Main Replacement (Under City Management)</b>													
Milestones		168	30-Sep-24 A	16-May-25 A									
Permitting		1624	03-Aug-20 A	20-Dec-24 A									
Construction Procurement		926	08-Jun-22 A	20-Dec-24 A									
Construction		271	03-Aug-20 A	18-Jun-22 A									
Re-lining		700	20-May-22 A	28-Feb-24 A									
<b>SEWR 2006 - Construct Corona del Mar Low Pressure Collection System</b>													
Milestones		329	01-Mar-24 A	20-Dec-24 A									
Permitting		2337	03-Aug-20 A	29-Dec-26	55								
Construction Procurement		2204	15-Dec-20 A	29-Dec-26	55								
Construction		133	03-Aug-20 A	16-Dec-20 A									
<b>SEWR 2007 - Construct Bell Gardens Force Main Replacement</b>													
Milestones		829	03-Dec-20 A	16-Jul-23 A									
Permitting		1992	17-Jul-21 A	29-Dec-26	55								
Construction													



North Miami Beach Water  
 FY 2020 - FY 2025 CIP Program Schedule Update #62 - Level 2 - WBS Phases  
 Data Date - 19-Dec-25  
 Print Date - 22-Dec-25

Activity ID	Activity Name	Original	Start	Finish	Total Prog	2025	2026	2027	2028	2029	2030
Milestones		1343	10-Feb-23 A	15-Oct-26	130						
Permitting		642	03-Aug-20 A	10-Feb-23 A							
Construction Procurement		573	25-Jan-23 A	28-Oct-24 A							
Construction		717	28-Oct-24 A	15-Oct-26	130						
PARK1912 - Washington Park Community Complex Sewer Connection (Removed from CIP by City)		1799	01-Jan-22 A	04-Dec-26	80						
SBWR2201 - NE 19th Ave Business District Sanitary Sewer System (Removed from CIP by City)		1931	15-Mar-22 A	26-Apr-27	-63						



**City Manager's Report  
16.4.**

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

**MEMORANDUM**

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	
<b>VIA:</b>	
<b>DATE:</b>	January 20, 2026

---

**RE:** Washington Park Update

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**Description**

**BACKGROUND**

**ANALYSIS:**

**RECOMMENDATION:**

**FISCAL/ BUDGETARY**

**IMPACT:**

---

**ATTACHMENTS:**

Description

- ▣ Washington Park Update

# Washington Park Update

Kerlyne McHenry  
Interim Public Works Director

January 20, 2026

One Vision · One Mission

 **One City**

Est. 1926

CITY OF NORTH MIAMI BEACH, FL.  
WHERE PEOPLE CARE



# Washington Park

## Project Total: \$27,933,683

- ❑ Pump Station & Force Main: \$7,442,952.69
- ❑ Building Construction (Phase II): \$20,490,730.31

Phase II Estimated Cost	\$ 20,490,730.31
Grants	\$ 4,710,000.00
General Fund	\$500,000
General Obligation Grant	\$ 15,280,730.31

## WP Fund Source FY25-27:

- Grants (Phase II): ~~\$4,450,000~~ \$ 4,710,000
  - HUD/F.W. Grant: \$3,000,000
  - ~~FRDAP Grant: \$200,000~~
  - MDC Build Back Grant: \$750,000
  - MDC ARPA: \$500,000
  - **CDBG: \$460,000 (\*new)**
- General Fund FY25 Impact: \$1Mil
  - (\$500k Phase I + \$500k Phase II)
- General Obligation Grant: \$25,000,000
- Future Year Loan Payments from General Fund

### Phase I – Sewer Lift Station & Force Main

### Phase II – Washington Park Community Center Complex

- ❖ Permit: Q2 -Q3 (2025)
- ❖ Procurement: Q4 (2025)
- ❖ Construction Start: Q1 (2026) – Q3 (2027)

### Change/Risk Management:

- **Florida Recreation Development Assistance Program (FRDAP):** FRDEP grant awarded 2022, Require construction of splashpad, fitness stations, picnic tables, playground lighting (playground) by 2024 (2-year program). Withdrew and reapplied 2024, will reapply in 09/2025 again. Awaiting decision for 2024 application.
- **Community Development Block Grant (CDBG):** Awarded 08/2025 for swimming pool construction. **Pending Commission Mtg Acceptance**
- **HUD/F.W. Grant:** Environmental Review (Must be completed prior to breaking ground for HUD grant. Environment Impacts. Requisition Submitted

# Washington Park Force Main Installation (Phase I) Update

## **10" Force Main Installation**

The entire length of the 10-inch Force Main has been completed.

Contractor has completed milling and resurfacing.

## **Pump Station**

- Contractor continues to work on the Valve Vault, Flow Meter Vault, and Wet Well, installing brackets, piping, etc.
- Contractor is expecting a delay on the Pump and control panel due to material delivery to that is expected by March of 2026.
- Substantial completion for the overall pump station will be in May 2026.
- Two active change orders (asphalt overlaying/ resurfacing cost more + time extension change extended lead time for pump station control panels). Panels ETA 3/26.

# Washington Park Building Construction (Phase II) Update cont.

<b>Bidding Assistance</b>		In Progress	61%	169d	07/01/25	02/20/26	
Complete the RFQ and short list the construction firms.		Complete	100%	11d	07/01/25	07/15/25	
RFP Preparation		Complete	100%	22d	07/16/25	08/14/25	
Schedule Bid (Issue plans and specs for bidding to the shortlisted firms)		Complete	100%	14d	08/15/25	09/03/25	
Bid		Complete	100%	39d	09/04/25	10/28/25	
Bid Evaluation		Complete	100%	10d	11/03/25	11/14/25	
Bid Award (Commission Meeting)		Complete	100%	1d	11/18/25	11/18/25	
(Procurement Bid Protest) - Private Bid		In Progress	5%	48d	11/19/25	01/23/26	
<b>Outreach Pre-Construction (Phase II Ground Breaking Ceremony)</b>		Pre-Construction Meeting with Community	Not Started	0%	1d	01/23/26	01/23/26
<b>Special Commission Meeting to Award</b>		Not Started		15d	01/26/26	02/13/26	
Contract Review & Execution		In Progress	50%	5d	02/16/26	02/20/26	
Pre-Construction Meeting with Contractors		Not Started	0%	5d	02/23/26	02/27/26	
<b>Construction (Building and Park Amenities)</b>		In Progress	4%	489d	12/22/25	11/04/27	
Site Preparation including Signage, Outreach Preparations, Remove Playground, Cutting/Removal Trees, Removal of Split AC Units		Complete	100%	20d	12/22/25	01/16/26	
Abatement		Not Started	0%	15d	01/01/26	01/21/26	
Mobilization		Not Started	0%	14d	03/09/26	03/26/26	
Demolition/Construction Activities		Not Started	0%	420d	03/27/26	11/04/27	
Implementation of Mass Notification Plan Development		Not Started	0%	60d	03/27/26	06/18/26	
Certificate of Occupancy		Not Started	0%	20d	11/05/27	12/02/27	
Closeout		Not Started	0%	20d	11/05/27	12/02/27	



**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**

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<b>TO:</b>	Mayor and City Commission
<b>FROM:</b>	
<b>VIA:</b>	
<b>DATE:</b>	January 20, 2026

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**RE:** Capital Improvement Program (CIP) Portfolio Dashboard

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**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

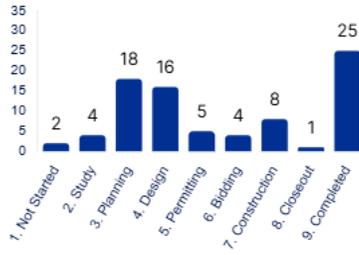
## CIP - Portfolio Summary

**Total Projects: 83**

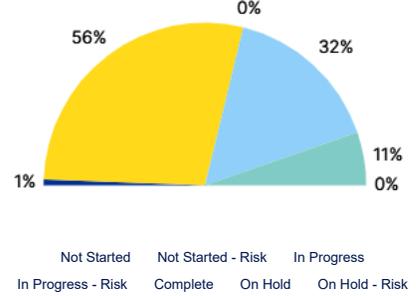
**Total Budget: \$48,031,797**

% of Projects by Performance Status

Count of Projects by Phase

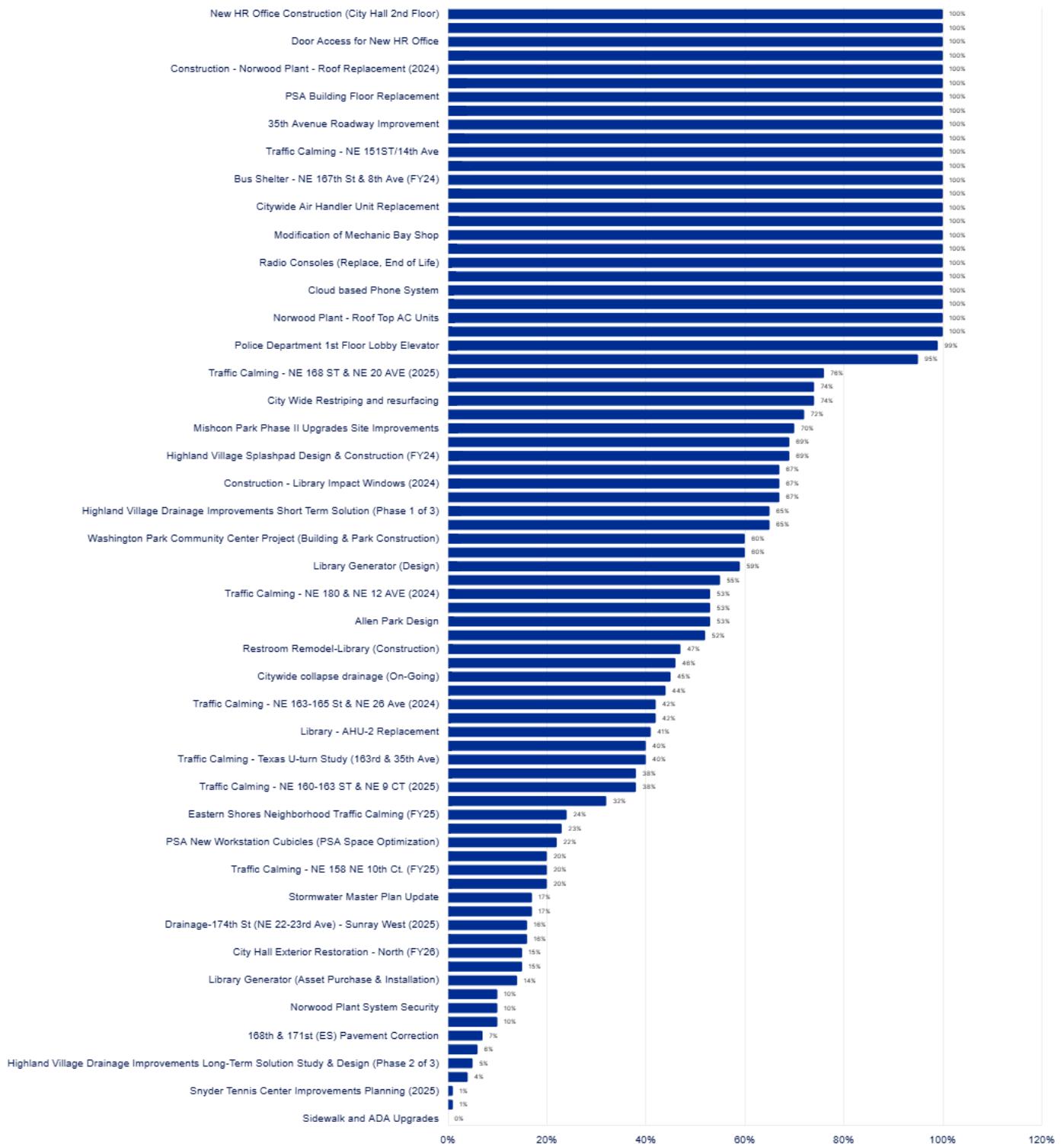


Not Started	\$700,000.00
Study	\$983,000.00
Planning	\$2,256,316.00
Design	\$4,352,354.00
Permitting	\$1,333,215.42
Bidding	\$21,340,730.31
Construction	\$8,486,457.69
Closeout	\$150,000.00
Completed	\$8,429,723.11



## 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	
<b>Total</b>				Count	<b>83</b>			Sum	<b>\$48,031,797</b>	Sum	<b>\$16,313,763.00</b>
<b>Current Phase</b>				Count	<b>2</b>			Sum	<b>\$700,000</b>	Sum	<b>\$0.00</b>
<b>1. Not Started</b>											
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	Study has been approved by City Commission for FY25. Procurement	On Hold	04/30/25	09/05/28	40%	\$700,000	\$0.00	Const	

(1000 & 35th Ave)		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.	department has reviewed and completed a RFQ for this project. Project scope is being reviewed by staff before the kick-off meeting is scheduled.								
Sidewalk and ADA Upgrades	Citywide	Sidewalk and ADA Upgrades	Requisition submitted. Currently Processing P.O for first wave of repairs.	Not Started				0%	\$0	\$0.00	Sidew Upgr
Current Phase <b>2. Study</b>				Count				Sum	Sum	Sum	
				<b>4</b>					<b>\$983,000</b>	<b>\$0.00</b>	
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. The study was approved by the CRA Board in April. Going back to CRA Board to get \$600K approval for funds for Architect for project design, construction documents services and traffic Engineering services.	In Progress	10/01/24	12/11/28		40%	\$300,000	\$0.00	Land
Taylor Park Community Based Improvement Plan (Study)	Taylor Park	Create a community-approved plan to rebuild Taylor Park.	Site is under environmental remediation. CRA has approved \$250k for study and design. CRA team is currently investigating the status of the environmental remediation.	On Hold	10/17/24	04/21/28		32%	\$250,000	\$0.00	Park I Plann
168th & 171st (ES) Pavement Correction	Eastern Shores	Pavement of 168th St and 171th St	01/06/26 P.O issued for CCTV. Work commenced the week of 1/12/26	On Hold	11/17/25	05/29/26		7%	\$253,000	\$0.00	Cons Proj
Snyder Tennis Center Improvements Planning (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 (P3). The qualified bidders were invited to bid on the project. Project amount was change from \$350K to \$200K. The CRA funded scope of work will be redefined based on approved P3 proposal.	On Hold	10/01/24	06/30/27		1%	\$180,000	\$0.00	Cons Imprc
Current Phase <b>3. Planning</b>				Count				Sum	Sum	Sum	
				<b>18</b>					<b>\$2,256,316</b>	<b>\$0.00</b>	
Traffic Engineering Services		Traffic Engineering Services	Citywide projects ongoing at various locations.	In Progress	10/01/24	08/28/26		69%	\$45,000	\$0.00	Cons Proj
164th Street (ES) Emergency Drainage Repairs	Eastern Shores	Repairs of 700 linear feet of collapse drainage, road paving.	Arrow Asphalts to begin the construction on 01/19/26	On Hold	11/17/25	04/17/26		46%	\$450,000	\$0.00	Cons Proj
Uleta Roof Replacement	Uleta - 386 NE 169th St.	Remove existing roof repair concrete and install new roofing system	Vendor is working on permitting.	In Progress	08/12/25	10/27/26		42%	\$640,000	\$0.00	Cons Imprc
PSA New Workstation Cubicles (PSA Space Optimization)	17050 ne 19th Ave	PSA Building Reconfiguration	Project on hold due to funding not being approved to move forward with this project. New project funding is being explored by staff. After new funding is obtained, the project will continue.	On Hold	10/01/24	10/20/26		22%	\$225,000	\$0.00	Cons Imprc
Wayfinding Signs	throughout CRA	Create a wayfinding sign program, and install signage as needed.	Staff are reviewing proposals for this project. The plan is to work with the most efficient proposal to get this project completed during the City's centennial year.	In Progress	10/01/24	01/30/26		20%	\$75,000	\$0.00	Stree Enha
Traffic Calming - NE 158 NE 10th Ct. (FY25)	Oakgrove	Speeding	P.O. issued, Going into Study Phase	In Progress	08/18/25	03/04/27		20%	\$36,542	\$0.00	Cons Proj
Sidewalk Upgrade - 1970 NE 153rd	Public Works	Sidewalk Upgrade	Design complete, awaiting project string and purchase order	In Progress	10/01/25	10/20/26		20%	\$8,830	\$0.00	Sidew Upgr
Stormwater Master Plan Update		Professional Services to Update the Stormwater Master Plan	P.O. #260427 issued and study has commenced.	In Progress	11/30/25	07/30/26		17%	\$115,944	\$0.00	Cons Proj
Police RTCC (Real Time Crime Center) - FY26	NMB Police Dept	Construct a real time crime center NMB Police Dept	Project remains on hold pending confirmation of State and Federal funding to fully outfit the RTCC. • Coordination with the Project Manager is ongoing regarding funding strategy and procurement approach. • Awaiting updated vendor pricing from Axon for the RTCC solution, including automated drone integration.	On Hold	12/01/25	09/21/26		17%	\$0	\$0.00	Cons Imprc
Drainage-174th St (NE 22-23rd Ave) - Sunray West (2025)	172 St. - 176 St., NE 19 Ave. - 21 Ave.	Replace existing and new outfalls, drainage pipes and drainage structures to reduce flooding	Designs are 75% complete. Next steps include staff review and permitting.	In Progress	11/04/25	03/02/27		16%	\$42,000	\$0.00	Cons Buildi
Horizontal Boring Median-Conductors Replacement (FY26)	17050 NE 19th Avenue	To replace the FPL conductors to provide power for irrigation and lighting and to complete a previous project of providing electricity to the remaining medians.	Received project string Initiating Purchase Order	In Progress	12/01/25	12/25/26		16%	\$50,000	\$0.00	Cons Proj
City Hall Exterior Restoration - North (FY26)	17011 NE 19th Avenue	Restoration of exterior, repair delaminated stucco, replace window sealants, seal any misc penetration	Received project strings 12/5/25 initiating purchase order	In Progress	12/01/25	01/08/27		15%	\$125,000	\$0.00	Cons Imprc
Victory Pool Park Exterior Wall Restoration (FY26)	Victory Pool - 1980 NE 171th Street	Exterior wall replacement	Initiating Purchase Order	In Progress	12/01/25	10/16/26		15%	\$60,000	\$0.00	Cons Imprc
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	07/30/26		10%	\$250,000	\$0.00	Land
Traffic Calming - NE 157 Terr- 158St/18TH-19th PL	157/158 NE 18th-19 Ave (Aquabowl)	Speeding - Aquabowl - High traffic area residential area	11/26/25: Report received on 01/05/26 and Post-Study Coordination Meeting was held. EOR is working on Proposal to commence designs.	In Progress	10/20/25	07/28/27		10%	\$10,000	\$0.00	Cons Proj
Passport Office (FY26)	1601 NE 19th Ave	Frame and glass door measure, order, installation for a glass 2 hour rated fire door that meets architectural plans.	Meeting to discuss scope is being scheduled for the week of 2/2/26	In Progress	10/01/25	10/30/26		6%	\$8,000	\$0.00	Cons Proj
Police Department Parking Garage Study	16901 NE 19th Ave, North Miami Beach, FL 33162	This project entails the repair to concrete spalls, corroding stairs, and waterproofing as well as repairing cracks and the installation of joist hanger repair brackets.	Initiating Purchase Order	In Progress	12/01/25	09/18/26		4%	\$75,000	\$0.00	Cons Imprc
Traffic Calming - 149th - 159th & 12th Ave	159th St - 149th St & NE 12 Ave	Request for Roundabout due to speeding	County Maintained Road, submitted request to county to coordinate study for traffic calming study.	In Progress	10/01/25	05/31/28		1%	\$40,000	\$0.00	Cons Proj
Current Phase <b>4. Design</b>				Count				Sum	Sum	Sum	
				<b>16</b>					<b>\$4,352,354</b>	<b>\$665,608.75</b>	
Citywide Neighborhood Beautification	163rd St + Hansford Blvd	Beautification of 163rd St & major corridors (trees, landscaping, irrigation, corridor sidewalks) 163rd street wall	Permit review comments were received from FDOT. Staff along with EOR have reviewed them and responded accordingly 1/14/26.	In Progress	10/01/24	01/14/27		72%	\$500,000	\$55,000.00	Land
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 vendor 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	09/30/26		70%	\$95,000	\$0.00	Cons Imprc
163rd Street Tree Planting	163rd Street between 12th Ave. and W. Dixie Highway.	plant trees on 163rd. Not resolved yet	Permit review comments were received from FDOT. Staff along with EOR have reviewed them and responded accordingly 1/14/26.	In Progress	10/01/24	08/10/26		67%	\$350,000	\$0.00	Land
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)  Vulato send copy of study and CMA	50% Plans Received 12/11/2025. Plans under review by City Staff 01/02/2025. Review comments were sent to EOR.	In Progress	10/02/23	11/24/26		67%	\$70,000	\$69,855.00	Cons Proj

		need 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										
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	Installation of temporary speed bumps were done on 11/07/25. Potential designs are being discussed to assist with a long-term traffic calming solution. A community meeting is scheduled for 1/27/26 to present those solutions to the community and get feedback.	In Progress	12/01/22	05/17/27	55%	\$250,000	\$20,768.75	Const	Proj	
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	Going through permitting. Review comments were received and revised plans were submitted to county 1/26.	In Progress	11/11/22	10/16/26	53%	\$112,000	\$61,600.00	Const	Proj	
Library Parking Lot Plaza	Amphitheater parking lot	Install public artwork in Amphitheater parking lot next to library, ADA improvement, Sprinkler/Electrical improvement	In planning stage. CRA is in the process of obtaining a new public arts designer to propose renderings and a conceptual design. They are also obtaining land surveys that are needed to complete the design	In Progress	10/01/24	01/25/27	53%	\$200,000	\$0.00	Const	Imprc	
Allen Park Design		Allen Park Design	Conceptual drawings provided to CM Office, project on hold pending design feedback and selection from CM Office	On Hold	10/01/24	05/21/29	53%	\$40,000	\$0.00	Const	Imprc	
Traffic Calming - Pan Uleta -651 NE 168th St (2024)	651 NE 168th Street	Install speed bumps mini circulator and curb eliminator and guard rails	50% Designs are behind the schedule, anticipated to receive by 01/23/25	In Progress	08/01/23	12/25/26	44%	\$182,460	\$97,540.00	Const	Proj	
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	100% plans were reviewed by staff and submitted to the EOR. Amendments were made and submitted for permitting with DTPW.	In Progress	11/11/22	11/02/26	42%	\$179,675	\$69,675.00	Const	Proj	
Library - AHU-2 Replacement	1601 NE 164 St	Revitalization and renovation of Laffe Allen Library	Study completed, scheduling meeting with library to review implementation options, may effect operating hours during construction. Meeting ETA the week of 2/2/26.	In Progress	09/02/24	03/10/27	41%	\$200,000	\$0.00	Good	(Furn Equip Softw	
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	Project design is in progress. 50% Plans for City Review on Schedule for 11/2025	In Progress	01/09/24	01/06/27	38%	\$908,500	\$158,665.00	Const	Proj	
Traffic Calming - NE 160-163 ST & NE 9 CT (2025)	NE 9 Ct Traffic Calming	Study results will determine design cost. Recommendation speed hum at the segments between ne 160th terrace & ne 163rd st, also recommend a crosswalk at the intersection of NE 160th Terrace with NE 9th Court. Only adding crosswalks and speedbumps. Unfunded FY24  Study recommendation results speed humps, signage, new crosswalk. CMA is pending to submit a fee proposal for design.	Staff received and reviewed the 50% Plans. Comments were sent to the EOR for plan revisions.	In Progress	01/31/24	03/30/27	38%	\$104,040	\$81,620.00	Const	Proj	
Eastern Shores Neighborhood Traffic Calming (FY25)	Eastern Shores	Design of raised intersection 35th ave and design of speed humps	Project design is in progress. 50% Plans for City review and sent to EOR. EOR is currently working towards the 100% designs.	In Progress	06/16/25	06/17/27	24%	\$700,000	\$50,885.00	Const	Proj	
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. Reviewing new proposal.	In Progress	11/06/24	07/10/35	10%	\$187,890	\$0.00	Const	Imprc	
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)	Unfunded...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 FY27 Budget requests for design funding.	On Hold	01/30/24	02/21/29	5%	\$272,789	\$0.00	Const	Proj	
Current Phase <b>5. Permitting</b>				Count				Sum	Sum			
				<b>5</b>				<b>\$1,333,215</b>	<b>\$372,840.92</b>			
Highland Village Splashpad Design & Construction (FY24)		Increase recreational facilities for community children	Groundbreaking ceremony is scheduled for 01/21/26. Construction mobilization is scheduled for the week of 01/26/26.	In Progress	12/02/24	08/28/26	69%	\$323,215	\$323,215.42	Const	Imprc	
Library Restroom Remodel (Design)	16901 NE 19TH AVE	Upgrade restroom to family/ADA restroom. Gain access through exterior of building	Project is currently going through Permitting with both the County and City of NMB. Bidding commencement ETA 01/20/26. Solicitation request have been submitting to Procurement.	In Progress	02/17/25	06/30/26	60%	\$100,000	\$49,625.50	Const	Imprc	
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 going through the permitting phase.	In Progress	10/07/24	07/03/26	59%	\$160,000	\$0.00	Good	(Furn Equip Softw	
Restroom Remodel-Library (Construction)		Upgrade restroom to family/ADA restroom. Gain access through exterior of building	Currently in permitting 12/2025. Solicitation request has been submitting to commence the bidding process.	In Progress	07/01/25	07/08/26	47%	\$450,000	\$0.00	Const	Imprc	
Library Generator (Asset Purchase & Installation)	Library 160 NE 164 St	REQ-035 is Study & Design. Asset Purchase and installation of Generator for Emergency power (Library)	Approved for construction in FY26, currently in permitting	In Progress	11/07/25	11/12/26	14%	\$300,000	\$0.00	Good	(Furn Equip Softw	
Current Phase <b>6. Bidding</b>				Count				Sum	Sum			
				<b>4</b>				<b>\$21,340,730</b>	<b>\$208,641.00</b>			
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	Final Contract Execution/Signing to be completed in a week by Procurement and Legal Departments. Groundbreaking ceremony is scheduled for 1/29/26 to be followed by mobilization the week of 2/2/26.	In Progress	01/01/24	07/29/26	76%	\$250,000	\$78,400.00	Const	Proj	
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)	Final Grant documentations and application submitted to EPA. Expected fund availability 03/2026. Project on Hold until February Commission meeting (Accept award and Re-allocation of existing CIP funds to begin bidding). Expected construction Summer 2026. Duration 9 months. Submitted the last piece of document to EPA, should hear back in 45-60 days, by Feb 2026 or early March 2026	In Progress	08/17/21	05/17/27	65%	\$600,000	\$130,241.00	Const	Proj	

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	The solicitation is being rebid through a private bid to pursue more favorable pricing. Rebid is expected to close by 1/23/26. Special commission meeting to award is expected by the week of 2/13/26. Pre-construction meeting is scheduled for the week of 2/23/26. Following the pre-construction meeting, mobilization will commence.	In Progress	02/01/23	12/02/27	60%	\$20,490,730		Const	Buildi
Drainage Improvement Project (10 Ave. from N. Miami Beach Blvd- 161 Ter., Oak Grove)*	167st to 161 terrace NE 10th to 8th ave	To reduce standing water in the oak grove Neighborhood old drainage pipes must be removed and replaced with new ones.	Final Grant documentations and application submitted to EPA. Expected fund availability 03/2026. Project on Hold until February Commission meeting (Accept award and Re-allocation of existing CIP funds to begin bidding). Expected construction by Q3 2026, Duration 9 months. Submitted the last piece of document to EPA, should hear back in 45-60 days, by Feb 2026 or early March 2026	In Progress	04/04/24	02/05/27	52%	\$0	\$0.00	Const	Buildi
<b>Current Phase 7. Construction</b>					<b>Count 8</b>			<b>Sum \$8,486,458</b>	<b>Sum \$7,379,948.50</b>		
McDonald Center Room Divider Replacement & Sound System Upgrade			Room dividers (phase 1) installed 11/6/25, awaiting purchase order for audio and visual (phase 2). Audio & Visual completion ETA 3/2026	In Progress	10/01/24	04/07/26	96%	\$46,250	\$46,250.00	Const	Imprc
Facilities Shop - Upgrade to warehouse exhaust system & carpenter shop	Operations Center	Upgrade fleet exhaust system & carpenter shop	Project end date remains on track for late April completion, based on current progress.	In Progress	04/01/25	04/03/26	95%	\$20,000	\$13,460.50	Const	Imprc
Washington Park Pump Station & Force Main	Washinton Park	Pump Station and force main	Two (2) active change orders (asphalt overlaying/ resurfacing cost more + time extension change extended lead time for pump station control panels). The change orders are currently going through the approval stage. Update to be given at Phase II kick-off event on 1/23/26	In Progress	07/06/23	07/16/26	74%	\$7,442,953	\$7,118,538.00	Const	Proje
City Wide Restriping and resurfacing		Milling, resurfacing and restriping of streets that are presently in a poor state of repair/ poor condition.	Striping of 19th Avenue was completed, 15th Ave 60% Complete. Staff is assessing other locations to continue street improvement within the next two months.	In Progress	10/01/24	07/24/26	74%	\$373,200	\$185,000.00	Restr	
Construction - Library Impact Windows (2024)	1601 NE 164 St	Revitalization and renovation of Laffe Allen Library	The permits for this project have been approved, and windows have been chosen and ordered. The windows have a lead time of about 2 weeks.	In Progress	10/01/24	07/02/26	67%	\$330,000		Const	Imprc
Citywide Backflow Recertification		Citywide Backflow Certification	The vendor has mobilized and expected completion 12/2025. Going through construction phase working on other quotes for additional sites with vendor.	In Progress	06/03/24	10/15/26	65%	\$20,000	\$9,000.00	Good	(Furn Equip Softw
Citywide collapse drainage (On-Going)	Citywide	Citywide Collapse Drainage	To date repaired 2 collapse drainage repairs 164th Eastern Shores	In Progress	10/08/25	09/08/26	45%	\$95,000	\$7,700.00	Const	Proje
Bus Shelter Installation (FY25)		Modify existing shelters to plexi glass with city logo. Remove gray backing and install remaining shelters where limited tree canopy	This project is the retrofitting of a bus shelter from having mesh walls to 1/4 inch clear lexan with etched vinyl graphics panels and the installation of new bus shelters. Retrofitted bus shelter was completed and pictures were sent to CM Office for approval. Design plans for the installation of additional bus shelters are ongoing.	In Progress	09/12/25	10/06/26	23%	\$159,055	\$0.00	Const	Buildi
<b>Current Phase 8. Closeout</b>					<b>Count 1</b>			<b>Sum \$150,000</b>	<b>Sum \$150,000.00</b>		
Police Department 1st Floor Lobby Elevator	Police - 16901 NE 19th Avenue	Upgrade to Mechanics and Cab	Construction completed 11/7/25, project currently in closeout	In Progress	01/03/24	07/01/26	99%	\$150,000	\$150,000.00	Const	Imprc
<b>Current Phase 9. Completed</b>					<b>Count 25</b>			<b>Sum \$8,429,723</b>	<b>Sum \$7,536,723.89</b>		
New HR Office Construction (City Hall 2nd Floor)	17011 NE 19th AVE	Facility Renovation (Human Resources)	Project Complete	Complete	10/01/23	10/09/24	100%	\$616,144	\$616,144.23	Const	Imprc
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	Const	Imprc
Door Access for New HR Office	17011 NE 19th AVE	Facility Renovation (Human Resources)	Completed	Complete	04/17/24	10/25/24	100%	\$7,000	\$7,000.00	Good	(Furn Equip Softw
Mishcon Park Phase 1 - 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	Const	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	Const	Imprc
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	Completed.	Complete	03/12/25	10/17/25	100%	\$25,000	\$18,250.00	Const	Imprc
PSA Building Floor Replacement	PSA Buidling, 17011 NE 19th Ave, NMB, FL	Replacement of PSA carpet in offices & common spaces	Completed	Complete	07/01/24	09/13/24	100%	\$190,000	\$190,000.00	Const	Imprc
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	Const	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	Const	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	Const	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	\$14,950.00	Const Buildi
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### TRAFFIC CALMING PROJECTS

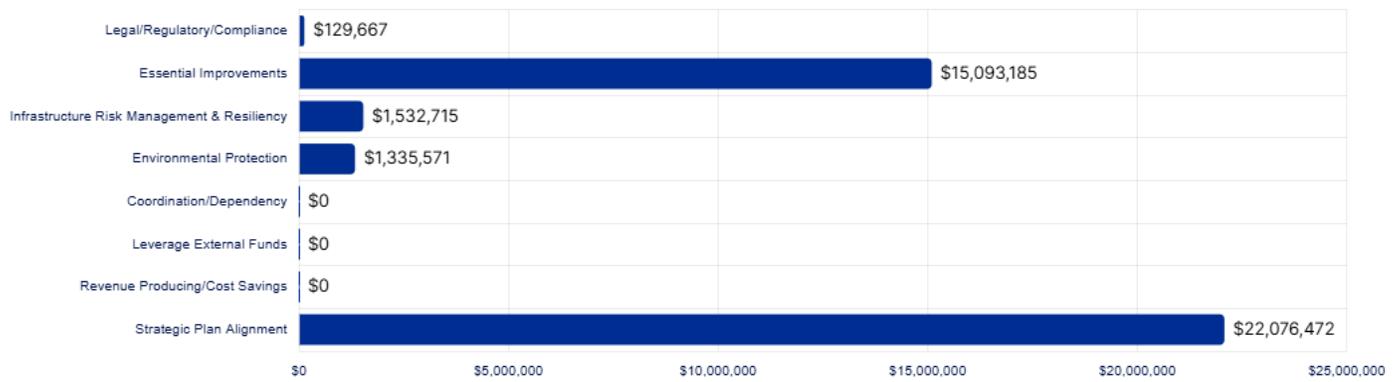
#### Traffic Calming- Active Projects Report

Project Name	Project Location	Project Description/Scope	Weekly Updates/Comments	Status	Actual Start	Actual End	% Complete	Amount (Funded)	Actual (s)	Construction I
<b>Total</b>					Count			Sum	Sum	
					<b>16</b>			<b>\$4,028,518</b>	<b>\$1,129,309.35</b>	
<b>Current Phase</b>					Count			Sum	Sum	
<b>1. Not Started</b>					<b>1</b>			<b>\$700,000</b>	<b>\$0.00</b>	
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 and completed a RFQ for this project. Project scope is being reviewed by staff before the kick-off meeting is scheduled.	On Hold	04/30/25	09/05/28	40%	\$700,000	\$0.00	N/A
<b>Current Phase</b>					Count			Sum	Sum	
<b>3. Planning</b>					<b>4</b>			<b>\$131,542</b>	<b>\$0.00</b>	
Traffic Engineering Services		Traffic Engineering Services	Citywide projects ongoing at various locations.	In Progress	10/01/24	08/28/26	69%	\$45,000	\$0.00	Q1 (Oct-Dec)
Traffic Calming - NE 158 NE 10th Ct. (FY25)	Oakgrove	Speeding	P.O. issued. Going into Study Phase	In Progress	08/18/25	03/04/27	20%	\$36,542	\$0.00	
Traffic Calming - NE 157 Terr- 158St/18TH-19th PL	157/158 NE 18th-19 Ave (Aquabowl)	Speeding - Aquabowl - High traffic area residential area	11/26/25: Report received on 01/05/26 and Post-Study Coordination Meeting was held. EOR is working on Proposal to commence designs.	In Progress	10/20/25	07/28/27	10%	\$10,000	\$0.00	
Traffic Calming - 149th - 159th & 12th Ave	159th St - 149th St & NE 12 Ave	Request for Roundabout due to speeding	County Maintained Road, submitted request to county to coordinate study for traffic calming study.	In Progress	10/01/25	05/31/28	1%	\$40,000	\$0.00	
<b>Current Phase</b>					Count			Sum	Sum	
<b>4. Design</b>					<b>8</b>			<b>\$2,506,675</b>	<b>\$610,608.75</b>	
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	50% Plans Received 12/11/2025. Plans under review by City Staff 01/02/2025. Review comments were sent to EOR.	In Progress	10/02/23	11/24/26	67%	\$70,000	\$69,855.00	Q3 (Apr - Jun)
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	Installation of temporary speed bumps were done on 11/07/25. Potential designs are being discussed to assist with a long-term traffic calming solution. A community meeting is scheduled for 1/27/26 to present those solutions to the community and get feedback.	In Progress	12/01/22	05/17/27	55%	\$250,000	\$20,768.75	N/A
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	Going through permitting. Review comments were received and revised plans were submitted to county 1/26.	In Progress	11/11/22	10/16/26	53%	\$112,000	\$61,600.00	Q4 (Jul - Sept)
Traffic Calming - Pan Uleta -651 NE 168th St (2024)	651 NE 168th Street	Install speed bumps mini circulator and curb eliminator and guard rails	50% Designs are behind the schedule, anticipated to receive by 01/23/25	In Progress	08/01/23	12/25/26	44%	\$182,460	\$97,540.00	Q3 (Apr - Jun)
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	100% plans were reviewed by staff and submitted to the EOR. Amendments were made and submitted for permitting with DTPW.	In Progress	11/11/22	11/02/26	42%	\$179,675	\$69,675.00	Q4 (Jul - Sept)
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	Project design is in progress. 50% Plans for City Review on Schedule for 11/2025	In Progress	01/09/24	01/06/27	38%	\$908,500	\$158,665.00	Q4 (Jul - Sept)
Traffic Calming - NE 160-163 ST & NE 9 CT (2025)	NE 9 Ct Traffic Calming	Study results will determine design cost. Recommendation speed hum at the segments between ne 160th terrace & ne 163rd st, also recommend a crosswalk at the intersection of NE 160th Terrace with NE 9th Court. Only adding crosswalks and speedbumps. Unfunded FY24  Study recommendation results speed humps, signage, new crosswalk. CMA is pending to submit a fee proposal for design.	Staff received and reviewed the 50% Plans. Comments were sent to the EOR for plan revisions.	In Progress	01/31/24	03/30/27	38%	\$104,040	\$81,620.00	Q4 (Jul - Sept)
Eastern Shores Neighborhood Traffic Calming	Eastern Shores	Design of raised intersection 35th ave and design of speed humps	Project design is in progress. 50% Plans for City review and sent to EOR. EOR is currently working towards the 100%	In Progress	06/16/25	06/17/27	24%	\$700,000	\$50,885.00	N/A

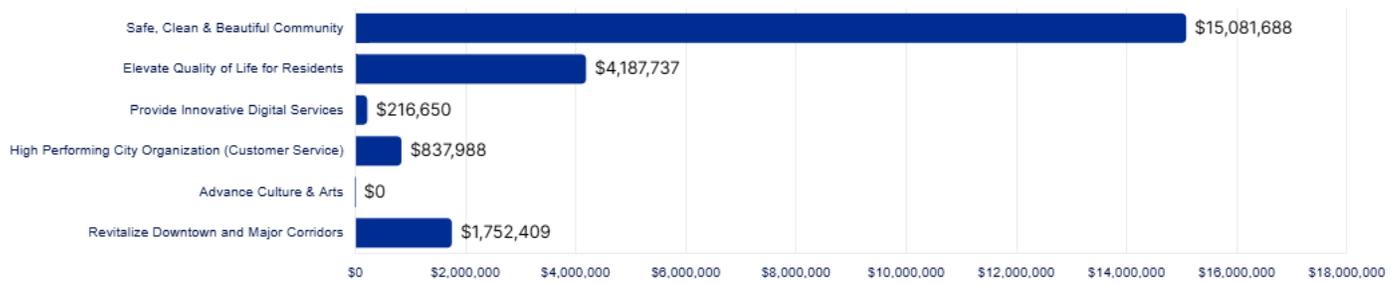
(F142)		designs.									
Current Phase <b>6. Bidding</b>				Count	<b>1</b>			Sum	<b>\$250,000</b>	Sum	<b>\$78,400.00</b>
Traffic Calming - NE 168 ST & NE 20 AVE (2025)	NE 168 Street & NE 20 Avenue Roundabout	Mini Roundabout Installation intersection of NE 168th St/20 Ave	Final Contract Execution/Signing to be completed in a week by Procurement and Legal Departments. Groundbreaking ceremony is scheduled for 1/29/26 to be followed by mobilization the week of 2/2/26.	In Progress	01/01/24	07/29/26	76%	\$250,000	\$78,400.00	Q4 (Jul - Sept	
Current Phase <b>9. Completed</b>				Count	<b>2</b>			Sum	<b>\$440,301</b>	Sum	<b>\$440,300.60</b>
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		
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		



### City Strategic Plan Alignment



### Strategic Plan Alignment



### GIS View of CIP Projects

