CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 NE 19th Avenue
North Miami Beach, FL 33162
Tuesday, February 17, 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

City Manager Darvin Williams

City Attorneys Greenspoon Marder LLP

City Clerk Andrise Bernard, MMC

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

City Commission Meeting Agenda

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1. **ROLL CALL OF CITY OFFICIALS**
2. **INVOCATION**
   - **2.1 Pastor Dwayne S. Fudge (St. Mary Missionary Baptist Church)**
3. **PLEDGE OF ALLEGIANCE**
4. **REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO THE AGENDA**
5. **PRESENTATIONS / DISCUSSIONS**
   - **5.1. Legislative Update (City Manager's Office)**
6. **PUBLIC COMMENT**

To All Citizens Appearing Under Public Comment

The Commission has a rule which does not allow discussion on any matter which is brought up under Public Comment. We are, however, very happy to listen to

you. The reason for this is that the Commission must have Staff input and prior knowledge as to the facts and figures, so that they can intelligently discuss a matter. The Commission may wish to ask questions regarding this matter, but will not be required to do so. At the next or subsequent Commission meeting you may have one of the Commissioners introduce your matter as his or her recommendation. We wish to thank you for taking the time to bring this matter to our attention. Under no circumstances will personal attacks, either from the public or from the dais, be tolerated.

Speaking Before the City Commission

There is a three (3) minute time limit for each speaker during public comment and a three (3) minute time limit for each speaker during all public hearings. Your cooperation is appreciated in observing the three (3) minute time limit policy. If you have a matter you would like to discuss which requires more than three (3) minutes, please feel free to arrange a meeting with the appropriate administrative or elected official. In the Commission Chambers, citizen participants are asked to come forward to the podium, give your name and address, and the name and address of the organization you are representing, if any. If you are speaking on a public hearing item, please speak only on the subject for discussion. Thank you very much, in advance, for your cooperation.

Pledge of Civility

A resolution was adopted by the Mayor and City Commission of the City of North Miami Beach recognizing the importance of civility, decency, and respectful behavior in promoting citizen participation in a democratic government. The City of North Miami Beach calls upon all residents, employees, and elected officials to exercise civility toward each other. (Resolution Nos. R2007-57, 11/06/07 and R2011-22, 4/26/11)

Unattended Personal Items Notice

Please be advised that personal belongings and electronic devices cannot be left unattended. All unattended personal belongings and electronic devices will be confiscated.

7. ANNOUNCEMENTS

8. CITY COMMISSION REPORTS

9. CONSENT AGENDA

9.1. Commission Conference Minutes of January 20, 2026 (Andrise Bernard, MMC, City Clerk)

9.2. Regular Commission Meeting Minutes of January 20, 2026 (Andrise Bernard, MMC, City Clerk)

9.3. Special Commission Meeting Minutes of February 2, 2026 (Andrise Bernard, MMC, City Clerk)

9.4. Eastern Shores Special Taxing District (First and Second Addition)

N/A

9.5. Resolution No. R2026-14 Authorizing the City Manager to Apply for Grant Assistance Under the Environmental Protection Agency Clean Water State Revolving Fund for Highland Village Drainage Improvements (Frandley Defilie, Senior Management Analyst)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR GRANT ASSISTANCE UNDER THE ENVIRONMENTAL PROTECTION AGENCY CLEAN WATER STATE REVOLVING FUND; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

9.6. Resolution No. R2026-15 Authorizing the City Manager to Apply for Grant Assistance Under the Miami Dade County Community Development Block Grant for Washington Park Swimming Pool (Frandley Defilie, Senior Management Analyst)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR GRANT ASSISTANCE UNDER THE MIAMI DADE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

9.7. Resolution No. R2026-16 Authorizing the City Manager to Apply for Grant Assistance Under the Miami Dade County Rescue Plan Act for Washington Park Community/Recreation Center (Frandley Defilie, Senior Management Analyst)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING THE CITY MANAGER TO APPLY FOR GRANT ASSISTANCE UNDER THE MIAMI DADE COUNTY RESCUE PLAN ACT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

9.8. Resolution No. R2026-17 Authorizing the City Manager to Apply for Grant Assistance Under the US Department of Housing and Urban Development for Washington Park Site Development (Frandley Defilie, Senior Management Analyst)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING THE CITY MANAGER TO APPLY FOR GRANT ASSISTANCE UNDER THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; PROVIDING FOR INCORPORATION OF

RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

9.9. Resolution No. R2026-18 Approving a Piggyback Contract and Authorizing Purchases from Amazon Business Marketplace, Through Amazon Services for Citywide Purchasing (Shereece George Depusoir, Chief Procurement Officer)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A PIGGYBACK CONTRACT AND AUTHORIZING PURCHASES FROM THE AMAZON BUSINESS MARKETPLACE, THROUGH AMAZON SERVICES, LLC, D/B/A AMAZON BUSINESS, FOR CITYWIDE PURCHASING OF ADMINISTRATIVE AND OPERATIONAL MATERIAL AND SUPPLY NEEDS IN AN ANNUAL AMOUNT NOT TO EXCEED $250,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

9.10. Resolution No. R2026-19 Approving a Task Order for Professional Engineering Services for the Corona Del Mar Phase 3 Sewer Improvements (Hamid Nikvan, NMB Water Director)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A TASK ORDER FOR PROFESSIONAL ENGINEERING SERVICES FOR THE CORONA DEL MAR PHASE 3 SEWER IMPROVEMENTS, IN AN AMOUNT NOT TO EXCEED $180,300, WITH CHEN MOORE & ASSOCIATES, INC. UNDER THE "CONTINUING SERVICES AGREEMENT" FOR PROFESSIONAL CONSULTING SERVICES; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

9.11. Resolution No. R2026-20 Approving Purchase Order for the Purchase and Installation of Workstations Through a Piggyback Contract with Your Office, Inc. (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 FOR THE PURCHASE AND INSTALLATION OF WORKSTATIONS THROUGH A PIGGYBACK CONTRACT WITH YOUR OFFICE, INC.; IN A BUDGETED AMOUNT NOT TO EXCEED $90,000; 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.

9.12. Resolution No. R2026-21 Approving and Authorizing a Purchase Order with Caballero & Fierman Llerena & Garcia, LLP for Financial Administration Support & Staff Augmentation Services (Tarik Rahmani, Chief Financial Officer)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING A PURCHASE ORDER CABALLERO, FIERMAN, LLENERA & GARCIA, LLP., IN A BUGETED AMOUNT NOT TO EXCEED $110,000.00 FOR FINANCIAL ADMINISTRATION SUPPORT & STAFF AUGMENTATION SERVICES; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

9.13. Resolution No. R2026-22 Approving a Budget Amendment to Appropriate Prior-Year General Fund Balance for Certain FY 2024-2025 Appropriations (Tarik Rahmani, 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 PRIOR-YEAR GENERAL FUND BALANCE FOR CERTAIN FY 2024–2025 CONTINUING APPROPRIATIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

9.14. Resolution No. R2026-23 Authorizing and Reallocation of Capital Improvement Projects Funds for East Drive Pavement, Restriping and Sidewalk Repairs and City Parking Lot Restoration (Kerlyne McHenry, Interim Public Works Director)

A RESOLUTION OF THE MAYOR AND COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE REALLOCATION OF FUNDS PREVIOUSLY APPROVED FOR THE 168TH STREET AND NE 20TH AVENUE MINI ROUNDABOUT PROJECT TO FUND EAST DRIVE REPAVEMENT, RESTRIPING, AND SIDEWALK REPAIRS; CITY-OWNED PARKING LOT RESTORATION AND ADA IMPROVEMENTS; AND CIP

CONTINGENCY; PROVIDING SCRIVENER'S ERRORS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

9.15. Resolution No. R2026-24 Authorizing a Budget Transfer Within the Public Works Department to Support 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, AUTHORIZING A BUDGET TRANSFER WITHIN THE ANNUAL BUDGET FOR FISCAL YEAR OCTOBER 1, 2025, TO SEPTEMBER 30, 2026, IN THE AMOUNT OF $200,000 FROM SALARIES AND RELATED BENEFITS ACCOUNTS TO PROFESSIONAL SERVICES ACCOUNT WITHIN THE PUBLIC WORKS DEPARTMENT TO SUPPORT STAFF AUGMENTATION SERVICES; ACKNOWLEDGING THAT $100,000 HAS PREVIOUSLY BEEN TRANSFERRED UNDER THE CITY MANAGER'S BUDGET CONTROL AUTHORITY FOR THE SAME SERVICES FOR A TOTAL TRANSFER OF $300,000; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

9.16. Resolution No. R2026-25 Authorizing the Public Works Department to Move Forward to Implement a Traffic Signal Light Utility Box Wrapping Program (Kerlyne McHenry, Interim Public Works Director)

A RESOLUTION OF THE MAYOR AND COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO MOVE FORWARD AND DO ALL THINGS NECESSARY TO IMPLEMENT A TRAFFIC SIGNAL LIGHT UTILITY BOX WRAPPING PROGRAM; URGING MIAMI-DADE COUNTY TO APPROVE AND GRANT PERMISSION TO WRAP TRAFFIC SIGNAL LIGHT UTILITY BOXES WITHIN THE CITY OF NORTH MIAMI BEACH'S JURISDICTION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

9.17. Resolution No. R2026-26 Support of Miami-Dade County Immediate Suspension of Cuba-Related Licenses (Commissioner Lynn Su)

RESOLUTION OF THE MAYOR AND CITY COMMISSION CITY OF NORTH MIAMI BEACH, FLORIDA, URGING PRESIDENT DONALD J. TRUMP TO DIRECT THE OFFICE OF FOREIGN ASSETS CONTROL (OFAC) AND BUREAU OF INDUSTRY AND SECURITY (BIS) TO IMMEDIATELY SUSPEND ANY APPLICABLE CUBA RELATED GENERAL LICENSES UNDER 31 C.F.R. §515.570, AUTHORIZED CARRIER SERVICES UNDER 31

C.F.R. §515.533, AND EXPORTS AUTHORIZED UNDER 15 C.F.R. §746.2, PENDING AUDITS FOR TIES TO THE CUBA RESTRICTED LIST AND FOR REVIEW OF THE NATURE AND DESTINATION OF GOODS AND SERVICES PROVIDED; URGING THE FLORIDA LEGISLATURE TO ENACT SENATE BILL 1176, HOUSE BILL 1397, OR SIMILAR LEGISLATION THAT WOULD REQUIRE ANY APPLICANTS FOR A LOCAL BUSINESS TAX RECEIPT, OR RENEWAL THEREOF, THAT CONDUCT TRANSACTIONS SUBJECT TO FEDERAL SANCTIONS PROGRAMS TO EXHIBIT AN ACTIVE LICENSE OR AUTHORIZATION FROM OFAC; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PROVIDE A REPORT TO THIS BOARD REGARDING THE CURRENT ENFORCEMENT STATUS OF LOCAL BUSINESS TAX FOR BUSINESSES UNLAWFULLY TRANSACTING BUSINESS WITH CUBA OR ANY PERSONS AFFILIATED WITH THE CUBAN GOVERNMENT, AND STRICTER ENFORCEMENT AND PENALTIES FOR SUCH BUSINESSES.

9.18. Resolution No. R2026-27 Authorizing the City Manager to Utilize Funds Allocated to Economic Development to Implement a New Business Initiative (Commissioner Lynn Su)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO UTILIZE FUNDS ALLOCATED TO THE ECONOMIC DEVELOPMENT DEPARTMENT TO IMPLEMENT A NEW BUSINESS INITIATIVE; PROVIDING FOR PROGRAM ELEMENTS INCLUDING MONTHLY SELECTION OF NEW BUSINESSES FOR PROMOTIONAL AND OPERATIONAL SUPPORT; PROVIDING FOR ADMINISTRATIVE IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

9.19. Resolution No. R2026-28 Denouncing the Termination of Temporary Protected Status "TPS" (Commissioner Daniela Jean and Commissioner Jay Chernoff)

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, DENOUNCING THE TERMINATION OF TEMPORARY PROTECTED STATUS ("TPS") FOR HAITI AND FOR OTHER COUNTRIES, AND URGING PRESIDENT DONALD J. TRUMP AND THE UNITED STATES CONGRESS TO REINSTATE TPS PROTECTIONS FOR HAITIANS AND FOR OTHERS PROTECTED BY TPS; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

10. QUASI-JUDICIAL LEGISLATION - None

11. LEGISLATION

11.1. Ordinance No. 2026-02 (First Reading) Public Notice General Amendment (Zafar Ahmed, Community Development Director)

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING CHAPTER II, ENTITLED STRUCTURE OF CITY GOVERNMENT, ARTICLE III., OFFICE OF THE CITY CLERK, SECTION 2-4 CITY CLERK; ARTICLE V., DEPARTMENTS OF THE CITY GOVERNMENT, SECTION 2-9 DEPARTMENT OF PUBLIC SAFETY; AMENDING CHAPTER III., ENTITLED PURCHASING, SECTION 3-3 FORMAL CONTRACT PROCEDURES, AND SECTION 3-4 MISCELLANEOUS PROVISIONS; CHAPTER VII., ENTITLED ELECTIONS, SECTION 7-7 VACANCY IN CANDIDACY, ELECTIVE OFFICES; CHAPTER XIV., ENTITLED BUILDING AND HOUSING, SECTION 14-8 ADMINISTRATION AND ENFORCEMENT OF BUILDING, PLANNING AND ZONING REGULATIONS; CHAPTER XVI., ENTITLED PROPERTY MAINTENANCE, SECTION 16-2 UPKEEP OF LOTS, PARCELS AND TRACTS, AND SECTION 16-3 PROCEDURES FOR SALE OF LIENS; CHAPTER XVII, ENTITLED STREETS AND SIDEWALKS, SECTION 17-7 ABANDONMENT AND VACATION OF RIGHT-OF-WAYS AND EASEMENTS; CHAPTER XIX., ENTITLED WATER AND SEWERS, ARTICLE II WATER, SECTION 19-20 MISCELLANEOUS PROVISIONS; OF THE CITY'S CODE OF ORDINANCES TO ENABLE PUBLICATION OF REQUIRED LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON THE DESIGNATED MIAMI-DADE COUNTY WEBSITE CONSISTENT WITH R2025-188 INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY AND IN COMPLIANCE WITH FLORIDA STATUTE 50.0311, PUBLICATION OF ADVERTISEMENTS AND PUBLIC NOTICES ON A PUBLICLY ACCESSIBLE WEBSITE AND GOVERNMENTAL ACCESS CHANNELS; PROVIDING FOR FINDINGS OF FACT; CODIFICATION; CONFLICTS; SCRIVENER ERRORS; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

11.2. Ordinance No. 2026-03 (First Reading) Public Notice Zoning Amendment (Zafar Ahmed, Community Development Director)

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING CHAPTER XXIV, ENTITLED ZONING AND LAND DEVELOPMENT, ARTICLE XV., OTHER DEVELOPMENT REVIEW PROCEDURES, SECTION 24-180 DENIALS, NOTICES, AND

FEES; ARTICLE XIX., DEVELOPMENT AGREEMENTS, SECTION 24-214 DEVELOPMENT AGREEMENTS; AND APPENDIX A LAND DEVELOPMENT FEE SCHEDULE, OF THE CITY'S CODE OF ORDINANCES TO ENABLE PUBLICATION OF REQUIRED LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON THE DESIGNATED MIAMI-DADE COUNTY WEBSITE CONSISTENT WITH R2025-196 INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY AND IN COMPLIANCE WITH FLORIDA STATUTE 50.0311 PUBLICATION OF ADVERTISEMENTS AND PUBLIC NOTICES ON A PUBLICLY ACCESSIBLE WEBSITE AND GOVERNMENTAL ACCESS CHANNELS; PROVIDING FOR CODIFICATION, FINDINGS OF FACT, CONFLICTS, SCRIVENER ERRORS, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

11.3. Ordinance No. 2026-04 (First Reading) Noise Ordinance (Commissioner Lynn Su)

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING CHAPTER IX OF THE CITY OF NORTH MIAMI BEACH CODE OF ORDINANCES, "OFFENSES AND MISCELLANEOUS PROVISIONS," SECTION 9-4 "NOISE CONTROL," TO ESTABLISH SPECIFIC NOISE REGULATIONS FOR OUTDOOR POWER TOOLS AND LANDSCAPING EQUIPMENT AT RESIDENCES, AND FOR OUTDOOR EVENTS AND TO CLARIFY ENFORCEMENT; PROVIDING FOR CONFLICTS; SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.

11.4. Resolution No. R2026-29 Decommission of the NMB Water Task Force (Vice Mayor Fortuna Smukler)

12. BUSINESS TAX RECEIPTS - None

13. APPOINTMENTS

13.1. Nomination of Barbara Kramer to the Charter Review Committee (Andrise Bernard, MMC, City Clerk)

Nominated by Commissioner Jay Chernoff

13.2. Nomination of Mubarak Kazan to the Charter Review Committee (Andrise Bernard, MMC, City Clerk)

Nominated by Commissioner Lynn Su

13.3. Nomination of Bruce Kusens to the Charter Review Committee (Andrise Bernard, MMC, City Clerk)

Nominated by Commissioner Phyllis Smith

13.4. Nomination of David Templer to the Charter Review Committee (Andrise Bernard, MMC, City Clerk)

Nominated by Vice Mayor Fortuna Smukler

13.5. Nomination of Robert Barrabeitg to the Charter Review Committee (Andrise Bernard, MMC, City Clerk)

Nominated by Mayor Michael Joseph.

13.6. Nomination of Whitney Padote to the Charter Review Committee (Andrise Bernard, MMC, City Clerk)

Nominated by Commissioner Daniela Jean.

13.7. Nomination of Geraldine Lazarre to the Charter Review Committee (Andrise Bernard, MMC, City Clerk)

Nominated by Commissioner McKenzie Fleurimond

13.8. Appointing Dana Shiro to the Youth Advisory Board (Andrise Bernard, MMC, City Clerk)

13.9. Appointing Tamara St-Sauveur to the Youth Advisory Board (Andrise Bernard, MMC, City Clerk)

14. MISCELLANEOUS ITEMS - None

15. DISCUSSION ITEMS

15.1. Police Detail/Sergeant at Arms for NMB Elected Officials (Vice Mayor Fortuna Smukler)

15.2. In-House Creation and Operation of City Concession Stands and the Implementation of POS System (Commissioner Daniela Jean)

15.3. Commission Vision (Commissioner Daniela Jean)

16. CITY MANAGER'S REPORT

16.1. NMB Water Updates & Highlights (January 2026)

16.2. NMBPD Monthly Report (January 2026)

16.3. Capital Improvement Program (CIP) Portfolio Dashboard

16.4. Q1 FY 2026 Financial Report

16.5. ARPA Update

17. CITY ATTORNEY'S REPORT- None

18. CITY COMMISSION REPORTS

19. MAYOR'S DISCUSSION

20. NEXT REGULAR CITY COMMISSION MEETING

Tuesday, March 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

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	February 17, 2026

RE: Commission Conference Minutes of January 20, 2026 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Commission Conference Minutes of January 20, 2026

CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 N.E. 19th Avenue
North Miami Beach, FL. 33162
Tuesday, January 20, 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

City Commission Conference Minutes

ROLL CALL OF THE CITY OFFICIALS

The Commission Conference was called to order at 5:03pm.

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

The Mayor and Commission presented a proclamation recognizing the Ballplayers Foundation.

The Mayor and Commission presented proclamations recognizing officers of the North Miami Beach Police Department for their response and composure in an emergency situation.

The Mayor and Commission presented a certificate of recognition to Rebecca 'Butterfly' Vaughn.

The Mayor and Commission presented certificates recognizing the winners of the Martin Luther King. Jr. poetry contest.

The Mayor and Commission presented a proclamation recognizing Henri Crockett.

The Mayor and Commission read a proclamation recognizing Certified Registered Nurse Anesthetists for National CRNA Week.

The Mayor and Commission presented certificates to individuals who completed the first time homebuyers workshop program.

The Mayor and Commission read a proclamation recognizing Haitian Independence.

ADJOURNMENT

The Commission Conference was adjourned at 6:08pm.

ATTEST:

(SEAL)

_____
Andrise Bernard, MMC, City Clerk

Consent Agenda
9.2.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	February 17, 2026

RE: Regular Commission Meeting Minutes of January 20, 2026 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Regular Commission Meeting Minutes of January 20, 2026

CITY OF NORTH MIAMI BEACH
City Hall, Commission Chambers, 2nd Floor
17011 N.E. 19th Avenue
North Miami Beach, FL. 33162
Tuesday, January 20, 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

City Commission Meeting Minutes

ROLL CALL OF THE CITY OFFICIALS

The Regular Commission Meeting was called to order at 6:17pm.

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

INVOCATION by Reverend Willie Mae Williams of Greater Gibbs Chapel A.M.E. Church.

PLEDGE OF ALLEGIANCE was led by the Mayor and Commission.

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO THE AGENDA

City Clerk Andrise Bernard announced the following:

Per the request of Commissioner Su, a discussion item regarding 'Charter Compliance Under the Council-Manager Form of Government' will be added to the agenda.

Per the request of Commissioner Jean, a discussion item regarding 'Protocol' will be added to the agenda.

Per the request of the City Manager's Office, Resolution R2026-11 (accepting a grant award from the Florida Department of Law Enforcement) will be added to the Consent Agenda

Per the request of Commissioner Su, Resolution R2026-12 (standing in solidarity with Iran) will be added to Legislation.

Per the request of Commissioner Chernoff, appointing Naomi Blemur to the Planning and Zoning Board will be added to Appointments.

Per the request of Mayor Joseph and Commissioner Chernoff, the items regarding the voting process and selection of the City Manager will be discussed at the same time.

Per the request of Commissioner Jean, Ordinance No. 2025-14 (creating a workforce and hero housing program) will be deferred to the next Commission Meeting.

Motion to **approve** the Commission Meeting agenda as amended made by Commissioner Chernoff, seconded by Commissioner Su.
Voice Vote: **MOTION PASSED 7-0**.

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. Ezra Levy
2. Daniel Whitebook
3. David Cole
4. Mara Hauck
5. Sonia Frazier
6. Jose Perez
7. Irene Pilinger
8. Christine Snelgrove
9. Barbara Kramer
10. Tricia Harris
11. Senator Ron Silver
12. Sherelean Bass
13. Daniel Pierre
14. Terrence Camenzuli
15. Ketley Joachim
16. Bobbye Farino
17. Mubarak Kazan

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

ANNOUNCEMENTS

Jasmine Joseph of the Communications Department presented a video that featured the Highland Village community center splash pad groundbreaking, Washington Park community center demolition, senior luncheon at the McDonald Center, Highland Village community workshop and town hall, Mishcon Park renaming ceremony, City Center traffic circle groundbreaking, and warm clothing donation drive.

CITY COMMISSION REPORTS

Commissioner Chernoff congratulated the promoted members of the North Miami Beach Police Department, recognized the individuals honored at the Ancient Spanish Monastery event, praised the holiday lighting in the city, thanked Interim City Manager Andrew Plotkin, and wished everyone a happy and healthy new year.

Commissioner Fleurimond wished everyone a happy new year, expressed appreciation to the Ancient Spanish Monastery, praised the holiday lighting and decorations in the city, discussed City Hall improvements and upgraded bus benches, supported the resolution regarding solidarity with the Iranian people, and talked about the selection of the City Manager.

Commissioner Jean wished everyone a happy new year, thanked Interim City Manager Andrew Plotkin and Interim Assistant City Manager Marline Monestime, discussed improvements in Washington Park and Highland Village and grants regarding forestry/trees and the library/bookmobile, talked about the selection of the City Manager, expressed support for North Miami Beach to receive an All-America City award, and praised flower beds and speed humps in the city.

Commissioner Smith wished a happy birthday to Commissioner Su and a happy new year to everyone, discussed the Martin Luther King Jr. Day event and 5,000 Role Models program, splash pad groundbreaking in Highland Village, University of Miami football game, warm clothing donation drive, event at the Ancient Spanish Monastery, and talked about the selection of the City Manager.

Commissioner Su wished everyone a happy, healthy, peaceful, and productive new year, discussed Martin Luther King Jr. Day, encouraged residents to participate and engage with the city, talked about services provided by the UMC free clinic, expressed appreciation to everyone, praised the Asian Night Market event and announced plans for a future event.

Vice Mayor Smukler expressed condolences to Elisabeth Pierre, wished a happy belated birthday to Commissioner Fleurimond and a happy early birthday to Commissioner Su, mentioned the menorah lighting event, announced the Literacy Fair and Heart Health Walk, talked about the event at the Ancient Spanish Monastery, and praised the North Miami Beach Police Department.

Mayor Joseph discussed the Martin Luther King Jr. Day event and 5,000 Role Models program, expressed condolences to Elisabeth Pierre and the family of Mordehay Grunberger, and talked about the holiday lighting in the city and the event at the Ancient Spanish Monastery.

CONSENT AGENDA

Commission Conference Minutes of December 16, 2025

Regular Commission Meeting Minutes of December 16, 2025

Commission Workshop Minutes of January 6, 2026

Resolution 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 $400,000.00; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution 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 $70,218.00 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.

Resolution 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 $484,564.00; 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 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 $150,000.00 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.

Resolution 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 $107,000.00; 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 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.

Resolution R2026-07 Approving a Budget Transfer for Lobbying Services (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, AUTHORIZING A BUDGET TRANSFER WITHIN THE ANNUAL BUDGET FOR FISCAL YEAR OCTOBER 1, 2025 TO SEPTEMBER 30, 2026 IN THE AMOUNT OF $240,000.00 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 $240,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution R2026-08 Support of Medicare for All (Mayor Michael Joesph)

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.

Resolution R2026-11

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, ACCEPTING A STATE FINANCIAL ASSISTANCE GRANT AWARD FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT FOR THE COMMUNITY VIOLENCE INTERVENTION AND PREVENTION GRANT PROGRAM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT; AUTHORIZING THE EXECUTION OF SUBAWARD AGREEMENTS WITH NORTH MIAMI BEACH POLICE ATHLETIC LEAGUE AND U-TURN YOUTH CONSULTING; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to **approve** the Consent Agenda made by Commissioner Chernoff, seconded by Commissioner Fleurimond.
Voice Vote: **MOTION PASSED 6-0** with Vice Mayor Smukler off the dais.

LEGISLATION

Ordinance No. 2025-13 (Second and Final 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 (RS-1) DISTRICT, SECTION 24-42 RESIDENTIAL SINGLE FAMILY (RS-2) DISTRICT, SECTION 24-43 RESIDENTIAL SINGLE FAMILY (RS-3) DISTRICT, SECTION 24-44 RESIDENTIAL SINGLE FAMILY (RS-4) DISTRICT, SECTION 24-44.1 RESIDENTIAL SINGLE FAMILY (RS-5) DISTRICT, SECTION 24-44.2 MOBILE HOME (MH) DISTRICT, SECTION 24-45 RESIDENTIAL DUPLEX (RD) DISTRICT, SECTION 24-47 RESIDENTIAL MULTI-FAMILY (RM-19) DISTRICT, SECTION 24-48 RESIDENTIAL MULTI-FAMILY (RM-23) DISTRICT, AND SECTION 24-49 RESIDENTIAL MULTI-FAMILY (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.

Assistant Director of Community Development Mitchell Austin and City Attorney Joseph Geller provided an explanation of Ordinance No. 2025-13.

Motion to **approve** Ordinance No. 2025-13 made by Commissioner Chernoff, seconded by Commissioner Fleurimond.

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

MOTION PASSED 7-0.

Mayor Joseph expressed condolences to the family of Lori Helton.

Ordinance No. 2025-14 (Second and Final 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.

Ordinance No. 2025-14 was deferred to the next Commission Meeting.

DISCUSSION

The Mayor and Commission discussed the voting process and selection of the City Manager.

Motion to **approve** to vote for the City Manager by written signed ballot made by Commissioner Su, seconded by Commissioner Jean.
City Attorney Joseph Geller added the words 'subject to a subsequent motion that specifies the details' to the motion.
Voice Vote: **MOTION PASSED 6-1** with Commissioner Chernoff opposed.

Motion to **approve** to continue to vote until one of the four candidates receives four votes made by Vice Mayor Smukler, seconded by Commissioner Su.
Voice Vote: **MOTION PASSED 7-0**.

Motion to **approve** to extend the contract of Interim City Manager Andrew Plotkin until February 3, 2026 and schedule a Special Commission Meeting on February 2, 2026 to ratify the contract agreement of the new City Manager made by Commissioner Smith, seconded by Commissioner Su.
Voice Vote: **MOTION PASSED 7-0**.

Motion to **approve** to accept the voting ballots made by Commissioner Smith, seconded by Commissioner Su.
Voice Vote: **MOTION PASSED 7-0**.

City Clerk Andrise Bernard announced the results of the voting ballots:

Commissioner Chernoff selected Darvin Williams
Commissioner Fleurimond selected Marline Monestime
Commissioner Jean selected Darvin Williams
Commissioner Smith selected Rasha Cameau
Commissioner Su selected Darvin Williams
Vice Mayor Smukler selected Darvin Williams
Mayor Joseph selected Marline Monestime

Motion to **approve** to accept Darvin Williams as City Manager by acclamation made by Commissioner Chernoff, seconded by Commissioner Smith.
Voice Vote: **MOTION PASSED 6-1** with Mayor Joseph opposed.

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 AS ADOPTED BY THE FLORIDA LEGISLATURE; REQUIRING ANNUAL REPORTING TO THE STATE; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Joseph opened the meeting for public comment.
There were no speakers and public comment was closed.

Assistant Director of Community Development Mitchell Austin provided an explanation of Ordinance No. 2026-01.

Commissioner Su and Commissioner Smith provided additional information regarding the item.

Motion to **amend** Ordinance No. 2026-01 to remove the $150.00 fee made by Commissioner Smith, seconded by Commissioner Su.
Voice Vote: **MOTION PASSED 7-0**.

Motion to **approve** Ordinance No. 2016-01 as amended made by Commissioner Su, seconded by Commissioner Chernoff.

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

MOTION PASSED 7-0.

Resolution 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.

Commissioner Su provided an explanation of Resolution R2026-09.

Motion to **approve** Resolution R2026-09 made by Commissioner Su, seconded by Vice Mayor Smukler.

City Attorney Joseph Geller provided additional information regarding the item.

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

Resolution 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.

City Attorney Joseph Geller provided an explanation of Resolution R2026-10.

Motion to **approve** Resolution R2026-10 made by Commissioner Chernoff, seconded by Commissioner Fleurimond.
Voice Vote: **MOTION PASSED 6-0** with Commissioner Smith off the dais.

Resolution R2026-12

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, STANDING IN SOLIDARITY WITH THE IRANIAN PEOPLE IN THEIR NATIONWIDE UPRISING; CONDEMNING THE SYSTEMIC VIOLENCE AND REPORTED MASS KILLINGS OF UNARMED CIVILIANS; URGING THE FEDERAL GOVERNMENT TO PROVIDE EMERGENCY COMMUNICATION SUPPORT AND TARGETED MEASURES TO PROTECT HUMAN LIFE; SUPPORTING THE DEMOCRATIC ASPIRATIONS OF THE IRANIAN PEOPLE; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to **approve** Resolution R2026-12 made by Commissioner Su, seconded by Commissioner Chernoff.
Voice Vote: **MOTION PASSED 7-0**.

APPOINTMENTS

Reappointing Jordan Desnick as an Ex-Officio to the Eastern Shores First Addition Security Guard Special Taxing District
Reappointing Jane Paglino to the Beautification Committee

Reappointing Natasha Allenger to the Beautification Committee
Reappointing Frances Ricca to the Beautification Committee
Appointing Naomi Blemur to the Planning and Zoning Board

Motion to **approve** the appointments made by Commissioner Chernoff, seconded by Vice Mayor Smukler.
Voice Vote: **MOTION PASSED 7-0**.

DISCUSSION ITEMS

Motion to **approve** to move the date of the March 17, 2026 City Commission Meeting to March 26, 2026 made by Commissioner Su, seconded by Mayor Joseph.
Voice Vote: **MOTION PASSED 7-0**.

The Mayor and Commission reached a consensus to each provide the name of an individual to serve on the Charter Review Committee before the next Commission Meeting. Commissioner Su stated that any proposed changes to the City Charter must be submitted to the Supervisor of Elections by July 24, 2026.

Commissioner Su discussed charter compliance under the council-manager form of government.

Motion to **approve** to engage an independent third party reviewer selected by the City Manager with respect to procurement guidelines and operating entirely outside the City Attorney's Office to conduct a limited fact focused review of the governance and charter related concerns raised regarding staff interactions with a scope to include confidential staff interviews, document review, and any other fact finding necessary to clearly understand current practices and expectations and the firm retained must possess specific expertise in municipal governance and charter compliance and the review shall be conducted in an expedited basis with a written report submitted to the City Commission prior to the next regularly scheduled meeting and in all events no later than February 13, 2026 made by Commissioner Su, seconded by Vice Mayor Smukler.
Voice Vote: **MOTION PASSED 4-3** with Mayor Joseph, Commissioner Fleurimond, and Commissioner Jean opposed.

Motion to reconsider the previous vote made by Vice Mayor Smukler, seconded by Commissioner Fleurimond.

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

MOTION PASSED 5-2 with Mayor Joseph and Commissioner Jean opposed.

Motion to **amend** the original motion to extend the date from February 13, 2026 to March 23, 2026 made by Commissioner Smith, seconded by Vice Mayor Smukler.

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

MOTION PASSED 4-3 with Mayor Joseph, Commissioner Fleurimond, and Commissioner Jean opposed.

Motion to **approve** as amended to engage an independent third party reviewer selected directly by the City Manager with respect to procurement guidelines and operating entirely outside the City Attorney's Office to conduct a limited fact focused review of the governance and charter related concerns raised regarding staff interactions with a scope to include confidential staff interviews, document review, and any other fact finding necessary to clearly understand current practices and expectations and the firm retained must possess specific expertise in municipal governance and charter compliance and the review shall be conducted in an expedited basis with a written report submitted to the City Commission prior to March 23, 2026 made by Commissioner Smith, seconded by Vice Mayor Smukler.

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

MOTION PASSED 4-3 with Mayor Joseph, Commissioner Fleurimond, and Commissioner Jean opposed.

Commissioner Jean discussed protocol.

Motion to **approve** to direct the City Manager to develop protocol to move the city forward made by Commissioner Jean, seconded by Commissioner Smith.

City Attorney Joseph Geller stated that the item should be placed on the next Commission Meeting agenda for consideration and a vote was not taken.

CITY MANAGER'S REPORT

Chief of Police Juan Pinillos presented the accomplishments of the North Miami Beach Police Department in 2025.

CITY ATTORNEY'S REPORT

City Attorney Joseph Geller provided an update regarding a legal matter and stated that an executive session might be necessary and discussed a pending case with Miami-Dade County and announced that an executive session will be necessary.

ADJOURNMENT

The meeting was adjourned at 10:42pm.

ATTEST:

(SEAL)

_____
Andrise Bernard, MMC, City Clerk

Consent Agenda
9.3.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	February 17, 2026

RE: Special Commission Meeting Minutes of February 2, 2026 (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Special Commission Meeting Minutes of February 2, 2026

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

Special Commission Meeting Minutes

ROLL CALL OF THE CITY OFFICIALS

The Special Commission Meeting was called to order at 6:40pm.

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

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

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. Natasha Ervin
2. Norman Powell
3. Dacari Griffin
4. Zonya Ray
5. Chris Roberts
6. Audrey Dominguez
7. Brian Dennis
8. Mara Hauck

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

LEGISLATION

Resolution R2026-13 City Manager Contract Agreement (Mayor and Commission)
A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPOINTING DARVIN WILLIAMS TO SERVE AS THE NEXT CITY MANAGER FOR THE CITY OF NORTH MIAMI BEACH; APPROVING THE EMPLOYMENT AGREEMENT BETWEEN DARVIN WILLIAMS AND THE CITY OF NORTH MIAMI BEACH ATTACHED AS EXHIBIT "A"; AUTHORIZING THE MAYOR OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Joseph Geller provided an explanation of the resolution and discussed the proposed employment contract agreement between Darvin Williams and the City of North Miami Beach.

Norman Powell appeared before the Mayor and Commission to represent Darvin Williams and discussed the proposed employment contract agreement and expressed that Darvin Williams preferred to receive a car allowance instead of a city vehicle and requested a base salary of $285,000.00.

Mayor Joseph read a statement regarding the selection of Darvin Willams as City Manager.

The Mayor and Commission discussed the proposed employment contract agreement.

Darvin Williams appeared before the Mayor and Commission and discussed his time as City Manager of the City of Opa-locka.

The Mayor and Commission continued to discuss the proposed employment contract agreement.

Motion to **approve** the employment contract agreement to include a car allowance in the amount of $1,000 and remove language regarding getting gas at the city fueling station made by Commissioner Fleurimond, seconded by Commissioner Su.
Voice Vote: MOTION PASSED 6-1 with Mayor Joseph opposed.

Motion to **approve** the employment contract agreement to include a base salary of $260,000.00 made by Commissioner Fleurimond, seconded by Commissioner Jean.

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

MOTION PASSED 4-3 with Vice Mayor Smukler, Commissioner Chernoff, and Commissioner Su opposed.

Motion to **approve** Resolution R2026-13 as amended made by Commissioner Smith, seconded by Vice Mayor Smukler.

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

MOTION PASSED 6-1 with Mayor Joseph opposed.

City Attorney Joseph Geller stated that the employment contract agreement takes effect on February 3, 2026 at 9:00am and the oath of office/swearing-in will be at 12:00pm.

ADJOURNMENT

The Special Commission Meeting was adjourned at 9:10pm.

ATTEST:

(SEAL)

_____
Andrise Bernard, MMC, City Clerk

Consent Agenda
9.5.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Frandley Defilie, Senior Management Analyst
VIA:	Darvin Williams, City Manager
DATE:	February 17, 2026

RE: Resolution No. R2026-14 Authorizing the City Manager to Apply for Grant Assistance Under the Environmental Protection Agency Clean Water State Revolving Fund for Highland Village Drainage Improvements (Frandley Defilie, Senior Management Analyst)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution
- Memo
- Application

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR GRANT ASSISTANCE UNDER THE ENVIRONMENTAL PROTECTION AGENCY CLEAN WATER STATE REVOLVING FUND; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach is desirous of carrying out the following described project for the safety of the citizenry of City of North Miami Beach and the State of Florida (the "Project");

Project Title: Highland Village Stormwater Phase 1 and NE 10th Avenue Drainage Improvements - City of North Miami Beach

Total Grant Amount: Environmental Protection Agency Clean Water State Revolving Fund will provide $1,141,038, and the City will not have to provide matching funds. The City will not have to provide a match because a waiver has been submitted and accepted.

Brief Description of Project: The Highland Village Stormwater Phase 1 and NE 10th Avenue Improvements Project addresses critical stormwater management issues in the City of North Miami Beach. These areas have experienced persistent flooding due to insufficient drainage infrastructure, impacting residents, traffic, and property integrity. The projects are essential to enhance stormwater conveyance, improve resilience against heavy rainfall, and ensure compliance with Miami-Dade County Department of Environmental Resource Management (DERM) and South Florida Water Management District (SFWMD) regulations.; and

WHEREAS, application for financial assistance from the Environmental Protection Agency ("EPA") Clean Water State Revolving Fund is required for the Project.

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

That the project described above be authorized,

AND, be it further resolved that said City of North Miami Beach make application to the Environmental Protection Agency Clean Water State Revolving Fund in the amount of $1,141,038 of the actual cost of the project on behalf of said City of North Miami Beach.

AND, be it further resolved by the City of North Miami Beach that it certifies to the following:

1. That it will accept the terms and conditions set forth, which will be part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out the program in the manner described in the proposal and any plans and specifications attached thereto, unless prior approval for any change has been received from the District.

3. That it has the ability to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of North Miami Beach for public use.

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to EPA, if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by EPA.

Section 1. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. The project described above is hereby authorized by the City Commission, and the City Manager are authorized to apply for grant assistance from the Environmental Protection Agency Clean Water State Revolving Fund, and to do any and all other things which may be necessary to effectuate this project.

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 **17th day of February 2026**.

ATTEST:

ANDRISE BERNARD, MMC	MICHAEL JOSEPH
CITY CLERK	MAYOR

(CITY SEAL)

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

GREENSPOON MARDER LLP.

By:_____
JOSEPH S. GELLER
CITY ATTORNEYS

City of North Miami Beach, Florida

Office of the City Manager

TO: Mayor and Commission

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

VIA: Darvin Williams, City Manager

CC: Kerlyne McHenry, Interim Public Works Director
Lasonya Starlin, Grants Coordinator

DATE: 2/5/2026

SUBJECT: After-the-Fact Acceptance of Federal and County Grant Awards

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This memo is submitted to request after-the-fact acceptance, by resolution, of multiple federal and county grant awards received by the City of North Miami Beach. Please find below an overview of each funding award below, along with the associated grant agreements and official award notices attached.

Federal Appropriation – Environmental Protection Agency Community Funding Project Grant (2022)
Project Name: City of North Miami Beach Drainage Improvement Project
Amount: $1,141,038

The City of North Miami Beach Drainage Improvement Project is a critical stormwater infrastructure initiative designed to strengthen flood resilience and enhance water quality management across vulnerable neighborhoods within the city.
A primary component of this initiative is the Highland Village Stormwater Improvements Project, which focuses on upgrading aging and undersized drainage systems to better manage heavy rainfall and storm events. Improvements include the installation of high-density polyethylene (HDPE) and ductile iron pipe (DIP) stormwater lines, new manholes, and enhanced flow control mechanisms to increase system capacity and operational efficiency.
These improvements will significantly reduce localized flooding, protect residential properties and public infrastructure, improve stormwater conveyance, and support compliance with state and federal water management regulations. The project directly advances U.S. Environmental Protection Agency priorities related to climate resilience, community flood protection, and sustainable water infrastructure in historically impacted areas.

Federal Appropriation – United States Department of Housing and Urban Development Community Funding Project Grant (2023)
Project Name: Washington Park Site Development
Amount: $3,000,000

Funding will be used to construct a new Community Center Building at Washington Park designed to serve as a central hub for recreational, educational, and community programming.

The project includes development of an auditorium, meeting rooms, classrooms, reception area, kitchen, and restrooms to support youth programs, senior services, workforce development initiatives, and community events. Grant funds will also support ADA accessibility improvements and enhancements to outdoor amenities, including pedestrian pathways, basketball courts, multi-purpose fields, landscaping, and parking upgrades. Additionally, funding will support critical site infrastructure improvements necessary for long-term functionality and resilience, including utility relocation, enhanced drainage systems, and construction of a new wastewater sewer pump station and force main to accommodate current and future neighborhood demand.

CBDG – HUD – Reallocation Funding Miami-Dade County (2025)
Project Name: Washington Park Swinging Pool Improvements
Amount: $460,000

Funding will support essential public infrastructure improvements at Washington Park, specifically the reconstruction of the swimming pool, installation of a new pool deck, and purchase and installation of umbrella shade structures.

All expenditures are capital in nature and directly related to public facility improvements. No indirect or administrative costs are included in this allocation.

ARPA Allocation – Miami-Dade County (2025)
Project Name: North Miami Beach Community/Recreation Center
Amount: $500,000

The Miami-Dade County Board of County Commissioners adopted the FY 2024–2025 Operating Budget and Multi-Year Capital Plan, approving an allocation of $500,000 to the City of North Miami Beach for development of a Community/Recreation Center at Washington Park.

These funds will be used to support construction and all necessary components associated with building the facility and are eligible for reimbursement through the Miami-Dade Rescue Plan (ARPA).

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 10/21/2025

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of North Miami Beach

* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000389

* c. UEI: HH2TCR67J7E8

d. Address:

* Street1: 17011 NE 19th Avenue
Street2:
* City: North Miami Beach
County/Parish: Miami-Dade
* State: FL: Florida
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 331623112

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:
* First Name: Andrew
Middle Name:
* Last Name: Plotkin
Suffix:

Title: Interim City Manager

Organizational Affiliation:

* Telephone Number: 305-948-2901
Fax Number:

* Email: Andrew.Plotkin@CityNMB.com

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Environmental Protection Agency

11. Assistance Listing Number:

66.202

Assistance Listing Title:

Congressionally Mandated Projects

*** 12. Funding Opportunity Number:**

EPA-CEP-01

* Title:

EPA Mandatory Grant Programs

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Drainage Improvement Projects - Highland Village and NE 10 Avenue

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: FL-024

* b. Program/Project: FL-024

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 01/12/2026

* b. End Date: 12/17/2027

18. Estimated Funding ($):

* a. Federal	1,141,038.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	1,141,038.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name: Andrew

Middle Name:

* Last Name: Plotkin

Suffix:

* Title: Interim City Manager

* Telephone Number: 305-948-2901

Fax Number:

* Email: Andrew.Plotkin@CityNMB.com

* Signature of Authorized Representative: LaSonya R Starlin

* Date Signed: 10/21/2025

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 06/30/2028

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Assistance Listing Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. EPA Grant - Clean Water State Revolving Fund	66.458	$	$	$ 1,141,038.00	$	$ 1,141,038.00
2.						
3.						
4.						
5. Totals		$	$	$ 1,141,038.00	$	$ 1,141,038.00

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Prescribed by OMB (Circular A -102) Page 1

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY (1)	(2)	(3)	(4)	Total (5)
	EPA Grant - Clean Water State Revolving Fund				
a. Personnel	$	$	$	$	$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction	1,141,038.00				1,141,038.00
h. Other					
i. Total Direct Charges (sum of 6a-6h)	1,141,038.00				$ 1,141,038.00
j. Indirect Charges					$
k. TOTALS (sum of 6i and 6j)	$ 1,141,038.00	$	$	$	$ 1,141,038.00
7. Program Income	$	$	$	$	$

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Prescribed by OMB (Circular A -102) Page 1A

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8. EPA Grant - Clean Water State Revolving Fund	$	$	$	$
9.				
10.				
11.				
12. TOTAL (sum of lines 8-11)	$	$	$	$

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$ 600,000.00	$ 250,000.00	$ 150,000.00	$ 100,000.00	$ 100,000.00
14. Non-Federal	$				
15. TOTAL (sum of lines 13 and 14)	$ 600,000.00	$ 250,000.00	$ 150,000.00	$ 100,000.00	$ 100,000.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS) (b)First	(c) Second	(d) Third	(e) Fourth
16. EPA Grant - Clean Water State Revolving Fund	$ 600,000.00	$ 541,038.00	$	$
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	$ 600,000.00	$ 541,038.00	$	$

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:

22. Indirect Charges:

23. Remarks:

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Tracking Number:GRANT14529709 Funding Opportunity Number:EPA-CEP-01 Received Date:Oct 21, 2025 09:58:46 AM EDT

OMB Number: 2030-0020 Expiration Date: 06/30/2024

Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance

Note: Read Instructions before completing form.

I. A. Applicant/Recipient (Name, Address, City, State, Zip Code)

Name: City of North Miami Beach

Address: 17011 NE 19th Avenue

City: North Miami Beach

State: FL: Florida Zip Code: 33162

B. Unique Entity Identifier (UEI): HH2TCR67J7E8

C. Applicant/Recipient Point of Contact

Name: Andrew Plotkin

Phone: 305-948-2901

Email: Andrew.Plotkin@citynmb.com

Title: Interim City Manager

II. Is the applicant currently receiving EPA Assistance? ☐ Yes ☒ No

III. List all pending civil rights lawsuits and administrative complaints filed under federal law against the applicant/recipient that allege discrimination based on race, color, national origin, sex, age, or disability. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7.)

IV. List all civil rights lawsuits and administrative complaints decided against the applicant/recipient within the last year that alleged discrimination based on race, color, national origin, sex, age, or disability and enclose a copy of all decisions. Please describe all corrective actions taken. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7.)

V. List all civil rights compliance reviews of the applicant/recipient conducted under federal nondiscrimination laws by any federal agency within the last two years and enclose a copy of the review and any decisions, orders, or agreements based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3))

VI. Is the applicant requesting EPA assistance for new construction? If no, proceed to VII; if yes, answer (a) and/or (b) below.

☐ Yes ☒ No

a. If the grant is for new construction, will all new facilities or alterations to existing facilities be designed and constructed to be readily accessible to and usable by persons with disabilities? If yes, proceed to VII; if no, proceed to VI(b).

☐ Yes ☐ No

b. If the grant is for new construction and the new facilities or alterations to existing facilities will not be readily accessible to and usable by persons with disabilities, explain how a regulatory exception (40 C.F.R. 7.70) applies.

VII. **Does the applicant/recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its program or activities? (40 C.F.R 5.140 and 7.95)** ☒ Yes ☐ No

a. **Do the methods of notice accommodate those with impaired vision or hearing?** ☒ Yes ☐ No

b. **Is the notice posted in a prominent place in the applicant's/recipient's website, in the offices or facilities or, for education programs and activities, in appropriate periodicals and other written communications?** ☐ Yes ☐ No

c. **Does the notice identify a designated civil rights coordinator?** ☐ Yes ☐ No

VIII. **Does the applicant/recipient maintain demographic data on the race, color, national origin, sex, age, or disability status of the population it serves? (40 C.F.R. 7.85(a))** ☒ Yes ☐ No

IX. **Does the applicant/recipient have a policy/procedure for providing meaningful access to services for persons with limited English proficiency? (Title VI, 40 C.F.R. Part 7, *Lau v Nichols* 414 U.S. (1974))** ☒ Yes ☐ No

X. **If the applicant is an education program or activity, or has 15 or more employees, has it designated an employee to coordinate its compliance with 40 C.F.R. Parts 5 and 7? Provide the name, title, position, mailing address, e-mail address, fax number, and telephone number of the designated coordinator.**

XI. **If the applicant is an education program or activity, or has 15 or more employees, has it adopted grievance procedures that assure the prompt and fair resolution of complaints that allege a violation of 40 C.F.R. Parts 5 and 7? Provide a legal citation or applicant's/recipient's website address for, or a copy of, the procedures.**

For the Applicant/Recipient

I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law. I assure that I will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized Official	B. Title of Authorized Official	C. Date
LaSonya R Starlin	Interim City Manager	10/21/2025

For the U.S. Environmental Protection Agency

I have reviewed the information provided by the applicant/recipient and hereby certify that the applicant/recipient has submitted all preaward compliance information required by 40 C.F.R. Parts 5 and 7; that based on the information submitted, this application satisfies the preaward provisions of 40 C.F.R. Parts 5 and 7; and that the applicant has given assurance that it will fully comply with all applicable civil rights statures and EPA regulations.

A. *Signature of Authorized EPA Official	B. Title of Authorized Official	C. Date

Instructions for EPA FORM 4700-4 (Rev. 04/2021)

General. Recipients of Federal financial assistance from the U.S. Environmental Protection Agency must comply with the following statutes and regulations. Title VI of the Civil Rights Acts of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Act goes on to explain that the statute shall not be construed to authorize action with respect to any employment practice of any employer, employment agency, or labor organization (except where the primary objective of the Federal financial assistance is to provide employment). Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act provides that no person in the United States shall on the ground of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Federal Water Pollution Control Act, as amended. Employment discrimination on the basis of sex is prohibited in all such programs or activities. Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability in the United States shall solely by reason of disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Employment discrimination on the basis of disability is prohibited in all such programs or activities. The Age Discrimination Act of 1975 provides that no person on the basis of age shall be excluded from participation under any program or activity receiving Federal financial assistance. Employment discrimination is not covered. Age discrimination in employment is prohibited by the Age Discrimination in Employment Act administered by the Equal Employment Opportunity Commission. Title IX of the Education Amendments of 1972 provides that no person in the United States on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Employment discrimination on the basis of sex is prohibited in all such education programs or activities. Note: an education program or activity is not limited to only those conducted by a formal institution. 40 C.F.R. Part 5 implements Title IX of the Education Amendments of 1972. 40 C.F.R. Part 7 implements Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of The Rehabilitation Act of 1973.

Items "Applicant" means any entity that files an application or unsolicited proposal or otherwise requests EPA assistance. 40 C.F.R. §§ 5.105, 7.25. "Recipient" means any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution, organizations, or other entity, or any person to which Federal financial assistance is extended directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance. 40 C.F.R. §§ 5.105, 7.25. "Civil rights lawsuits and administrative complaints" means any lawsuit or administrative complaint alleging discrimination on the basis of race, color, national origin, sex, age, or disability pending or decided against the applicant and/or entity which actually benefits from the grant, but excluding employment complaints not covered by 40 C.F.R. Parts 5 and 7. For example, if a city is the named applicant but the grant will actually benefit the Department of Sewage, civil rights lawsuits involving both the city and the Department of Sewage should be listed. "Civil rights compliance review" means: any federal agency-initiated investigation of a particular aspect of the applicant's and/or recipient's programs or activities to determine compliance with the federal non-discrimination laws. Submit this form with the original and required copies of applications, requests for extensions, requests for increase of funds, etc. Updates of information are all that are required after the initial application submission. If any item is not relevant to the project for which assistance is requested, write "NA" for "Not Applicable." In the event applicant is uncertain about how to answer any questions, EPA program officials should be contacted for clarification.

EPA KEY CONTACTS FORM

OMB Number: 2030-0020
Expiration Date: 06/30/2024

Authorized Representative: *Original awards and amendments will be sent to this individual for review and acceptance, unless otherwise indicated.*

Name: Prefix: | First Name: Andrew | Middle Name:
Last Name: Plotkin | Suffix:

Title: Interim City Manager

Complete Address:

Street1: 17011 NE 19th Avenue
Street2: City Hall, Room 401
City: North Miami Beach | State: FL: Florida
Zip / Postal Code: 33162 | Country: USA: UNITED STATES
Phone Number: 305-948-2900 ext 14102 | **Fax Number:**
E-mail Address: Andrew.Plotkin@CityNMB.com

Payee: *Individual authorized to accept payments.*

Name: Prefix: | First Name: Tarik | Middle Name:
Last Name: Rahmani | Suffix:

Title: Chief Financial Officer

Complete Address:

Street1: 17011 NE 19th Avenue
Street2: City Hall, 3rd Floor
City: North Miami Beach | State: FL: Florida
Zip / Postal Code: 33162 | Country: USA: UNITED STATES
Phone Number: 305-787-6000 ext. 13001 | **Fax Number:**
E-mail Address: Tarik.Rahmani@citynmb.com

Administrative Contact: *Individual from Sponsored Programs Office to contact concerning administrative matters (i.e., indirect cost rate computation, rebudgeting requests etc).*

Name: Prefix: | First Name: Frandley | Middle Name:
Last Name: Defilie | Suffix:

Title: Senior Management Analyst

Complete Address:

Street1: 17011 NE 19 Avenue
Street2: City Hall, Room 405
City: North Miami Beach | State: FL: Florida
Zip / Postal Code: 33162 | Country: USA: UNITED STATES
Phone Number: 305-948-2900 ext 14104 | **Fax Number:**
E-mail Address: Frandley.Defilie@CityNMB.com

EPA KEY CONTACTS FORM

Project Manager: *Individual responsible for the technical completion of the proposed work.*

Name:	**Prefix:**		**First Name:**	Jessica	**Middle Name:**
	Last Name:	McGruder	**Suffix:**		
Title:					

Complete Address:

Street1:	17050 NE 19 Avenue		
Street2:			
City:	North Miami Beach	**State:**	FL: Florida
Zip / Postal Code:	33162	**Country:**	USA: UNITED STATES
Phone Number:	3059482901 ext 32601	**Fax Number:**	
E-mail Address:	JESSICA.MCGRUDER@CITYNMB.COM		

Project Narrative File(s)

*** Mandatory Project Narrative File Filename:** 1234-NMB EPA Community Grant Workplan Highland Village

Add Mandatory Project Narrative File | Delete Mandatory Project Narrative File | View Mandatory Project Narrative File

To add more Project Narrative File attachments, please use the attachment buttons below.

Add Optional Project Narrative File | Delete Optional Project Narrative File | View Optional Project Narrative File

CITY OF NORTH MIAMI BEACH – WORK PLAN

HIGHLAND VILLAGE STORMWATER IMPROVEMENTS

CITY OF NORTH MIAMI BEACH

FLORIDA, NORTH MIAMI BEACH

Project Objective and Need:

The Highland Village Stormwater Improvements Project addresses critical stormwater management issues in the City of North Miami Beach, particularly within the Highland Village neighborhood. This area has experienced persistent flooding due to insufficient drainage infrastructure, impacting on residents, traffic, and property integrity. The project is essential to enhance stormwater conveyance, improve resilience against heavy rainfall, and ensure compliance with Miami-Dade County Department of Environmental Resource Management (DERM) and South Florida Water Management District (SFWMD) regulations.

Highland Village's aging stormwater infrastructure lacks adequate retention and conveyance capacity, leading to frequent localized flooding and associated property damage. The absence of sufficient drainage mechanisms allows stormwater runoff to accumulate rapidly, affecting both residential properties and road networks. Additionally, without proper management, stormwater pollutants can enter local waterways, posing environmental risks to the surrounding ecosystem.

The Highland Village Stormwater Improvements Project will address these challenges by implementing modernized drainage solutions, including:

- Installation of HDPE and DIP Stormwater Pipes: Upgraded piping will improve water conveyance, reducing flooding and enhancing drainage system efficiency.
- Construction of FDOT J-Manholes: The project includes new 48"x48" and 60"x60" manholes to facilitate effective stormwater collection and distribution.
- Installation of Check Valves and Line Stops: These components will provide better flow control and prevent backflow, improving system reliability.
- Utility Coordination and Conflict Mitigation: Ensuring seamless integration of new drainage infrastructure with existing utilities to prevent disruptions.
- Regulatory Compliance Enhancements: The project will align with DERM and SFWMD guidelines, ensuring proper stormwater treatment before discharge.
- Pavement and Roadway Restoration: Includes necessary resurfacing and road rehabilitation to maintain safe and functional transportation corridors.

By implementing these improvements, Highland Village will experience enhanced flood resilience, reduced maintenance costs, and improved living conditions for residents. The upgraded infrastructure will ensure sustainable stormwater management, safeguarding the community from extreme weather impacts and promoting environmental health.

Project Description:

The Highland Village Stormwater Improvements Project aims to enhance stormwater management by upgrading drainage infrastructure, including the installation of HDPE and DIP stormwater pipes, manholes, and flow control mechanisms. These improvements will provide flood protection, improve water quality management, and align with regulatory requirements.

The project conforms to Miami-Dade County's Department of Environmental Resource Management (DERM) and South Florida Water Management District (SFWMD) standards, ensuring compliance with stormwater treatment and discharge regulations.

Supporting figures include:

- Highland Village Map: Displays the project area.

Design Parameters:

- Stormwater Pipes: Installation of 8" DIP, 18" and 30" HDPE pipes to improve water conveyance.
- FDOT Manholes: New 48"x48" and 60"x60" manholes for efficient stormwater collection.
- Check Valves: Insertable check valves to prevent backflow.
- Pavement Restoration: Milling and resurfacing to restore road conditions.
- Utility Coordination: Watermain adjustments, decommissioning, pole support, and pre-trenching activities.

Project Components:

- Site Preparation & Surveying: Assessing existing conditions and identifying underground utilities.
- Drainage System Installation: Constructing stormwater pipes, manholes, and check valves.
- Roadway Improvements: Milling, lime rock base, new pavement layers, sidewalks, and driveways.
- Erosion Control: Implementing a Stormwater Management Pollution Prevention Plan (SWMPPP) to minimize construction-related pollutants.
- Landscaping & Signage: Sod installation, signage, and pavement markings.
- Performance Monitoring: Evaluating water flow efficiency and long-term drainage system performance.

The project activities to be performed under the grant include:

- Furnish & Install DIP 8" – $21,000
- Furnish & Install Line Stop 8" – $45,000
- Furnish & Install HDPE 18" – $17,050
- Furnish & Install HDPE 30" – $14,000
- Furnish & Install FDOT J-48"x48" Manhole – $65,000
- Furnish & Install FDOT J-60"x60" Manhole – $45,000
- Furnish & Install Check Valve 18" – $40,000
- Furnish & Install Check Valve 30" – $50,000
- Connector Pipe Screen – $75,000
- Utility Adjustments, Watermain Decommissioning – $36,350
- Roadway Construction (subgrade, base, asphalt, milling) – $33,780
- Sidewalks & Driveways – $1,450
- Landscaping & Signage – $12,000
- Traffic Control and Mobilization – $46,826
- Permits, Licenses, and Testing – $14,048

The total project budget is $585,295.

These costs directly support the workplan activities, including drainage infrastructure, road and pedestrian improvements, and environmental compliance. All procurement will be conducted via sealed bids in line with EPA requirements. The project scope, schedule, and budget are aligned to ensure completion within the performance period and with full regulatory compliance.

Summary of Deliverables:

- Installation of new HDPE and DIP stormwater pipes.
- Construction of FDOT J-manholes for improved drainage collection.
- Fully restored pavement surfaces in affected areas.
- Compliance reports and construction documentation.

Approach, procedures, and controls:

- Budget Oversight: Ensuring adherence to EPA grant compliance and cost efficiency.
- Procurement Process: Contractor selection aligns with 2 CFR 200.317 – 2 CFR 200.327 Procurement Standards.
- Project Monitoring: Scheduled site inspections and compliance checks to ensure timely project execution.
- Quarterly Reporting: Providing updates on financial, construction progress, and regulatory compliance.

Evaluating Performance and Reporting Progress:

- Flood Reduction Metrics: Assessing improvements in stormwater runoff control and flood prevention.
- Regulatory Compliance: Ensuring adherence to DERM and SFWMD permit conditions.
- Infrastructure Integrity: Evaluating pavement and drainage system functionality post-construction.
- Community Feedback Collection: Engaging stakeholders to assess project impact and long-term benefits.

Milestone Schedule

Milestone	Completion Date
Project Planning	September, 2022
Drainage Design	November, 2023
Miami-Dade County Department of Transportation and Public Works Approval	February, 2024
Construction Start	January, 2027
Construction Completion	October, 2027

Environmental Results/Benefits:

The project aligns with EPA's FY2022 – FY2026 Strategic Plan Goal 5: Ensure Clean and Safe Water for All Communities, specifically supporting Objective 5.1: Ensure Safe Drinking Water and Reliable Water Infrastructure.

The Highland Village Stormwater Improvements Project will provide measurable environmental benefits by reducing flooding, improving water quality, and enhancing stormwater management. Key anticipated environmental results include:

- Reduction in localized flooding events through improved stormwater conveyance and retention infrastructure.
- Enhanced stormwater runoff quality by mitigating pollutant discharge into local waterways.
- Decreased erosion and sedimentation impacts through improved drainage measures and flow regulation.

Outputs:

Environmental outputs are tangible deliverables that contribute to the overall environmental improvement. The outputs for this project include:

- Installation of HDPE and DIP stormwater pipes to enhance drainage capacity.

- Construction of FDOT J-manholes to facilitate stormwater collection and conveyance.
- Implementation of a Stormwater Management Pollution Prevention Plan (SWMPPP) to mitigate construction-related pollutants.
- Pavement restoration to maintain road integrity and minimize long-term stormwater impact.

Outcomes:

Environmental outcomes reflect the long-term impacts of the project and improvements to the community and natural ecosystem. The expected outcomes include:

- Reduced flood risks by increasing stormwater system capacity and efficiency.
- Enhanced public safety through improved roadway drainage, minimizing hazards for residents and emergency responders.
- Sustainable stormwater management that ensures long-term infrastructure resilience to extreme weather conditions.
- Positive impact on local ecosystems by reducing pollutant loads entering adjacent water bodies, thereby improving overall water quality.

These outputs and outcomes contribute to a cleaner, safer stormwater infrastructure, enhancing resilience and sustainability for the Highland Village community.

Workplan Requirements for Identifying Contractors:

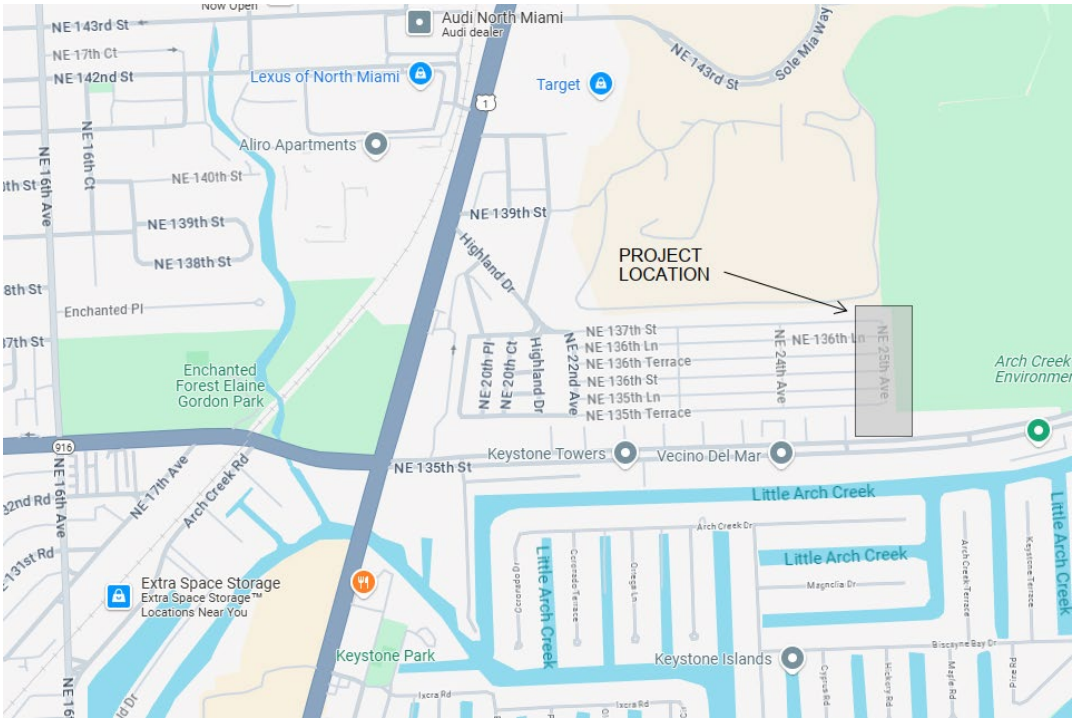
The City will follow EPA and federal regulations for selecting qualified construction contractors and professional engineering services, adhering strictly to competitive Procurement Standards (2 CFR 200.317 - 200.327).

Workplan Requirements for Identifying Subrecipients:

No subrecipients are proposed. Project implementation will be managed through contractors complying with federal and state regulatory standards.

Supporting Figures

Highland Village Map



CITY OF NORTH MIAMI BEACH – WORK PLAN

HIGHLAND VILLAGE STORMWATER IMPROVEMENTS

CITY OF NORTH MIAMI BEACH

FLORIDA, NORTH MIAMI BEACH

Project Objective and Need:

The Highland Village Stormwater Improvements Project addresses critical stormwater management issues in the City of North Miami Beach, particularly within the Highland Village neighborhood. This area has experienced persistent flooding due to insufficient drainage infrastructure, impacting on residents, traffic, and property integrity. The project is essential to enhance stormwater conveyance, improve resilience against heavy rainfall, and ensure compliance with Miami-Dade County Department of Environmental Resource Management (DERM) and South Florida Water Management District (SFWMD) regulations.

Highland Village's aging stormwater infrastructure lacks adequate retention and conveyance capacity, leading to frequent localized flooding and associated property damage. The absence of sufficient drainage mechanisms allows stormwater runoff to accumulate rapidly, affecting both residential properties and road networks. Additionally, without proper management, stormwater pollutants can enter local waterways, posing environmental risks to the surrounding ecosystem.

The Highland Village Stormwater Improvements Project will address these challenges by implementing modernized drainage solutions, including:

- Installation of HDPE and DIP Stormwater Pipes: Upgraded piping will improve water conveyance, reducing flooding and enhancing drainage system efficiency.
- Construction of FDOT J-Manholes: The project includes new 48"x48" and 60"x60" manholes to facilitate effective stormwater collection and distribution.
- Installation of Check Valves and Line Stops: These components will provide better flow control and prevent backflow, improving system reliability.
- Utility Coordination and Conflict Mitigation: Ensuring seamless integration of new drainage infrastructure with existing utilities to prevent disruptions.
- Regulatory Compliance Enhancements: The project will align with DERM and SFWMD guidelines, ensuring proper stormwater treatment before discharge.
- Pavement and Roadway Restoration: Includes necessary resurfacing and road rehabilitation to maintain safe and functional transportation corridors.

By implementing these improvements, Highland Village will experience enhanced flood resilience, reduced maintenance costs, and improved living conditions for residents. The upgraded infrastructure will ensure sustainable stormwater management, safeguarding the community from extreme weather impacts and promoting environmental health.

Project Description:

The Highland Village Stormwater Improvements Project aims to enhance stormwater management by upgrading drainage infrastructure, including the installation of HDPE and DIP stormwater pipes, manholes, and flow control mechanisms. These improvements will provide flood protection, improve water quality management, and align with regulatory requirements.

The project conforms to Miami-Dade County's Department of Environmental Resource Management (DERM) and South Florida Water Management District (SFWMD) standards, ensuring compliance with stormwater treatment and discharge regulations.

Supporting figures include:

- Highland Village Map: Displays the project area.

Design Parameters:

- Stormwater Pipes: Installation of 8" DIP, 18" and 30" HDPE pipes to improve water conveyance.
- FDOT Manholes: New 48"x48" and 60"x60" manholes for efficient stormwater collection.
- Check Valves: Insertable check valves to prevent backflow.
- Pavement Restoration: Milling and resurfacing to restore road conditions.
- Utility Coordination: Watermain adjustments, decommissioning, pole support, and pre-trenching activities.

Project Components:

- Site Preparation & Surveying: Assessing existing conditions and identifying underground utilities.
- Drainage System Installation: Constructing stormwater pipes, manholes, and check valves.
- Roadway Improvements: Milling, lime rock base, new pavement layers, sidewalks, and driveways.
- Erosion Control: Implementing a Stormwater Management Pollution Prevention Plan (SWMPPP) to minimize construction-related pollutants.
- Landscaping & Signage: Sod installation, signage, and pavement markings.
- Performance Monitoring: Evaluating water flow efficiency and long-term drainage system performance.

The project activities to be performed under the grant include:

- Furnish & Install DIP 8" – $21,000
- Furnish & Install Line Stop 8" – $45,000
- Furnish & Install HDPE 18" – $17,050
- Furnish & Install HDPE 30" – $14,000
- Furnish & Install FDOT J-48"x48" Manhole – $65,000
- Furnish & Install FDOT J-60"x60" Manhole – $45,000
- Furnish & Install Check Valve 18" – $40,000
- Furnish & Install Check Valve 30" – $50,000
- Connector Pipe Screen – $75,000
- Utility Adjustments, Watermain Decommissioning – $36,350
- Roadway Construction (subgrade, base, asphalt, milling) – $33,780
- Sidewalks & Driveways – $1,450
- Landscaping & Signage – $12,000
- Traffic Control and Mobilization – $46,826
- Permits, Licenses, and Testing – $14,048

The total project budget is $585,295.

These costs directly support the workplan activities, including drainage infrastructure, road and pedestrian improvements, and environmental compliance. All procurement will be conducted via sealed bids in line with EPA requirements. The project scope, schedule, and budget are aligned to ensure completion within the performance period and with full regulatory compliance.

Summary of Deliverables:

- Installation of new HDPE and DIP stormwater pipes.
- Construction of FDOT J-manholes for improved drainage collection.
- Fully restored pavement surfaces in affected areas.
- Compliance reports and construction documentation.

Approach, procedures, and controls:

- Budget Oversight: Ensuring adherence to EPA grant compliance and cost efficiency.
- Procurement Process: Contractor selection aligns with 2 CFR 200.317 – 2 CFR 200.327 Procurement Standards.
- Project Monitoring: Scheduled site inspections and compliance checks to ensure timely project execution.
- Quarterly Reporting: Providing updates on financial, construction progress, and regulatory compliance.

Evaluating Performance and Reporting Progress:

- Flood Reduction Metrics: Assessing improvements in stormwater runoff control and flood prevention.
- Regulatory Compliance: Ensuring adherence to DERM and SFWMD permit conditions.
- Infrastructure Integrity: Evaluating pavement and drainage system functionality post-construction.
- Community Feedback Collection: Engaging stakeholders to assess project impact and long-term benefits.

Milestone Schedule

Milestone	Completion Date
Project Planning	September, 2022
Drainage Design	November, 2023
Miami-Dade County Department of Transportation and Public Works Approval	February, 2024
Construction Start	January, 2027
Construction Completion	October, 2027

Environmental Results/Benefits:

The project aligns with EPA's FY2022 – FY2026 Strategic Plan Goal 5: Ensure Clean and Safe Water for All Communities, specifically supporting Objective 5.1: Ensure Safe Drinking Water and Reliable Water Infrastructure.

The Highland Village Stormwater Improvements Project will provide measurable environmental benefits by reducing flooding, improving water quality, and enhancing stormwater management. Key anticipated environmental results include:

- Reduction in localized flooding events through improved stormwater conveyance and retention infrastructure.
- Enhanced stormwater runoff quality by mitigating pollutant discharge into local waterways.
- Decreased erosion and sedimentation impacts through improved drainage measures and flow regulation.

Outputs:

Environmental outputs are tangible deliverables that contribute to the overall environmental improvement. The outputs for this project include:

- Installation of HDPE and DIP stormwater pipes to enhance drainage capacity.

- Construction of FDOT J-manholes to facilitate stormwater collection and conveyance.
- Implementation of a Stormwater Management Pollution Prevention Plan (SWMPPP) to mitigate construction-related pollutants.
- Pavement restoration to maintain road integrity and minimize long-term stormwater impact.

Outcomes:

Environmental outcomes reflect the long-term impacts of the project and improvements to the community and natural ecosystem. The expected outcomes include:

- Reduced flood risks by increasing stormwater system capacity and efficiency.
- Enhanced public safety through improved roadway drainage, minimizing hazards for residents and emergency responders.
- Sustainable stormwater management that ensures long-term infrastructure resilience to extreme weather conditions.
- Positive impact on local ecosystems by reducing pollutant loads entering adjacent water bodies, thereby improving overall water quality.

These outputs and outcomes contribute to a cleaner, safer stormwater infrastructure, enhancing resilience and sustainability for the Highland Village community.

Workplan Requirements for Identifying Contractors:

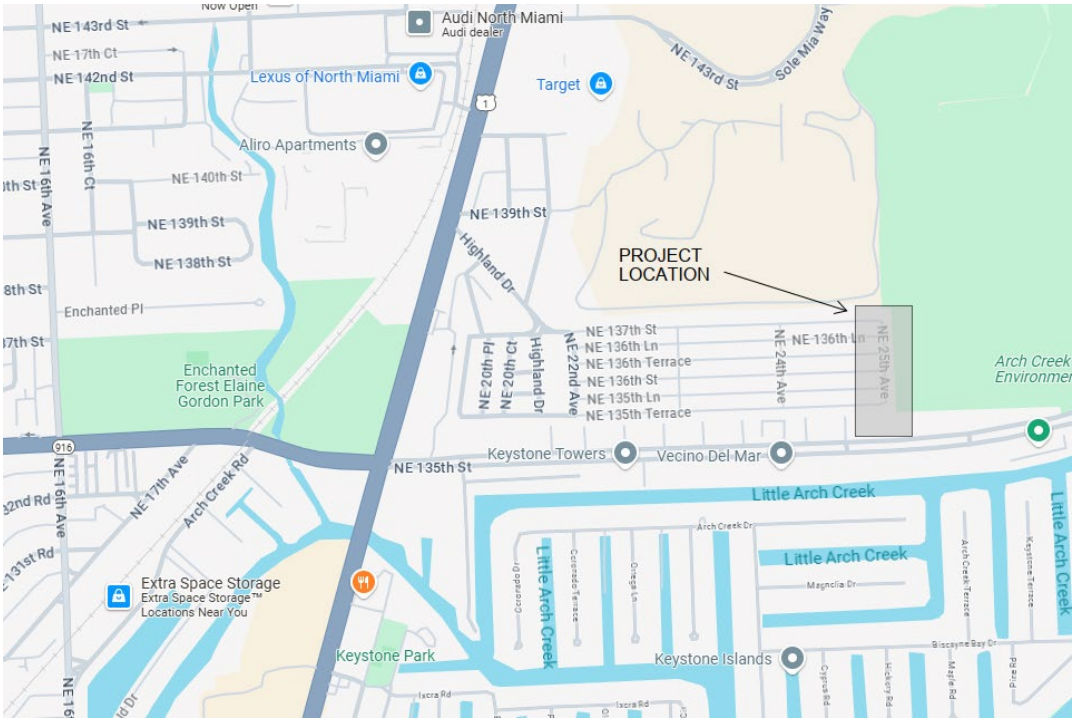
The City will follow EPA and federal regulations for selecting qualified construction contractors and professional engineering services, adhering strictly to competitive Procurement Standards (2 CFR 200.317 - 200.327).

Workplan Requirements for Identifying Subrecipients:

No subrecipients are proposed. Project implementation will be managed through contractors complying with federal and state regulatory standards.

Supporting Figures

Highland Village Map



CITY OF NORTH MIAMI BEACH – WORK PLAN

NE 10TH AVENUE DRAINAGE IMPROVEMENTS

CITY OF NORTH MIAMI BEACH

FLORIDA, NORTH MIAMI BEACH

Project Objective and Need

The NE 10th Avenue Drainage Improvements Project addresses critical stormwater management challenges in the City of North Miami Beach, particularly along NE 10th Avenue from NE 165th Street to NE 161st Terrace. This area has long experienced issues related to inadequate drainage infrastructure, leading to flooding during heavy rainfall events, disruption to traffic flow, and increased risk of property damage. Additionally, the region's stormwater management system must comply with Miami-Dade County Department of Environmental Resource Management (DERM) standards and South Florida Water Management District (SFWMD) regulations to protect water quality and mitigate environmental risks.

Due to high impervious surface coverage, rainwater runoff accumulates rapidly, exceeding the capacity of the existing drainage system. The current infrastructure lacks the necessary stormwater retention and infiltration mechanisms, causing overflow and localized flooding. This poses risks not only to residents and businesses but also to the structural integrity of roads and utility networks.

The NE 10th Avenue Drainage Improvements Project will mitigate these challenges by implementing modernized stormwater infrastructure solutions, including:

- Installation of Exfiltration Trenches – These will enhance water infiltration and allow excess runoff to be absorbed into the ground, reducing surface flooding.
- Catch Basin Enhancements – The inclusion of 2-foot sump catch basins will help filter out debris, sediment, and pollutants, ensuring improved water quality before stormwater enters natural water bodies.
- Utility Coordination and Conflict Mitigation – This project includes a systematic approach to avoiding conflicts with underground utilities, ensuring that new drainage infrastructure integrates seamlessly with existing systems.
- Regulatory Compliance Upgrades – The project will bring the drainage system in line with DERM and SFWMD standards, ensuring that stormwater runoff is properly managed and treated before being discharged.
- Pavement Restoration and Roadway Improvements – The project includes milling and resurfacing of affected roads, preventing further deterioration and ensuring a smoother, safer transportation network.

By implementing these improvements, the NE 10th Avenue corridor will become more resilient to flooding, reduce long-term maintenance costs, and improve the overall livability and safety for residents and commuters in North Miami Beach. The upgraded drainage infrastructure will ensure sustainable stormwater management, protecting properties and enhancing the city's ability to withstand extreme weather conditions.

Project Description

The NE 10th Avenue Drainage Improvements Project aims to enhance stormwater management by installing new exfiltration trenches, catch basins, and pavement restorations. These improvements will provide both flood protection and improved water quality management.

The project conforms to Miami-Dade County’s Department of Environmental Resource Management (DERM) and South Florida Water Management District (SFWMD) standards, particularly focusing on treating the higher of the first inch of runoff or 2.5 inches times the percent impervious area.

Supporting figures include:

- NE 10 Ave Aerial Map: Provides an overhead view of the project area, showcasing streets, utilities, and affected zones.

The design parameters include:

- Exfiltration Trenches: 830 linear feet of trench installation to improve percolation and flood mitigation.
- Catch Basins: New frame and grate structures designed to handle stormwater runoff efficiently.
- Pavement Restoration: Milling and resurfacing to restore road conditions.
- Soil Testing Results: Hydraulic conductivity ranging from 1.69×10^{-3} to 2.12×10^{-3} cubic feet per second per square foot per foot of head supports the exfiltration system's effectiveness.

Project Components:

- Site Preparation & Surveying: Assessing existing conditions and identifying underground utilities.
- Drainage System Installation: Constructing exfiltration trenches, catch basins, and connections to existing stormwater infrastructure.
- Pavement Restoration: Resurfacing affected areas to maintain roadway integrity.
- Stormwater Management Pollution Prevention Plan (SWMPPP): Implementing best practices to minimize pollutants during construction.
- Performance Monitoring: Evaluating water flow efficiency and long-term drainage system performance.

The project activities to be performed under the grant include:

- Site preparation and clear/grub – $10,000
- Environmental compliance and erosion control – $5,000
- Roadway base preparation and lime rock base – $27,360
- Asphalt milling and friction course paving – $55,590
- Utility adjustments (valve, hydrants, meter boxes) – $5,500
- Sidewalks, curbs, and driveways – $36,045.60
- Landscaping and signage – $1,500
- Thermoplastic pavement markings – $14,449
- Traffic control and mobilization – $87,868.93
- Permit allowance – $10,000

The total project budget is $758,241.

These costs directly support the workplan activities: trench construction, utility relocation, roadway resurfacing, pedestrian infrastructure upgrades, and environmental compliance. All procurement will be conducted via sealed bids in line with EPA requirements. The project scope, schedule, and budget are aligned to ensure completion within the performance period and with full regulatory compliance.

Summary of deliverables:

- 830 linear feet of exfiltration trenches.
- New catch basin structures with sediment control measures.
- Fully restored pavement surfaces.
- Regulatory compliance reports and construction completion documentation.

Approach, procedures, and controls:

- Budget Oversight: Adhering to EPA's grant compliance requirements.
- Procurement Process: Contractor selection aligns with 2 CFR 200.317 – 2 CFR 200.327 Procurement Standards.
- Project Monitoring: Scheduled site inspections and compliance checks ensure timely and effective project execution.
- Quarterly Reporting: Providing financial updates and construction progress reports to stakeholders.

Evaluating Performance and Reporting Progress

- Flood Reduction Metrics: Assessing improvements in stormwater runoff control.
- Regulatory Compliance: Adherence to DERM and SFWMD permit conditions.
- Roadway & Infrastructure Integrity: Evaluating pavement and drainage system functionality post-construction.

- Community Feedback Collection: Engaging stakeholders to assess project impact.

The project will be managed by the City of North Miami Beach's Public Works Department. Financial and technical oversight will follow EPA compliance guidelines, including:

- Sealed bid procurement for all construction activities
- Quarterly reporting to track milestones and expenditures
- Site inspections and contractor oversight
- Documentation of all permits and regulatory approvals

Milestone Schedule

Milestone	Completion Date
Project Planning	October, 2021
Drainage Design	January, 2022
DERM Approval	May, 2022
Construction Start	July, 2025
Construction Completion	March, 2026

Environmental Results/Benefits

The project aligns with EPA's FY2022 – FY2026 Strategic Plan Goal 5: Ensure Clean and Safe Water for All Communities, specifically supporting Objective 5.1: Ensure Safe Drinking Water and Reliable Water Infrastructure.

The NE 10th Avenue Drainage Improvements Project will deliver measurable environmental benefits by reducing flooding, improving water quality, and enhancing stormwater management. Key anticipated environmental results include:

- Reduction in localized flooding events by enhancing stormwater infiltration and conveyance.
- Improved stormwater runoff quality by filtering pollutants through exfiltration trenches.
- Decreased erosion and sedimentation in nearby water bodies due to better runoff control measures.

Outputs:

Environmental outputs are defined as tangible deliverables that contribute to the overall environmental improvement. The outputs for this project include:

- Installation of 830 linear feet of exfiltration trench to facilitate stormwater infiltration.
- Construction of new catch basin structures to capture runoff efficiently and control sediment transport.
- Implementation of a Stormwater Management Pollution Prevention Plan (SWMPPP) to mitigate construction-related pollutants.

- Pavement restoration to ensure a long-lasting and resilient road surface that minimizes further stormwater impact.

Outcomes:

Environmental outcomes reflect the long-term impacts of the project and improvements to the community and natural ecosystem. The expected outcomes include:

- Enhanced water infiltration reducing strain on the municipal drainage system and preventing overload during storm events.
- Increased public safety by preventing roadway flooding and maintaining accessibility for residents and emergency responders.
- Sustainable stormwater management through improved drainage infrastructure that ensures long-term resilience to climate variability.
- Positive impact on local ecosystems by reducing pollutant loads entering adjacent water bodies and improving overall water quality.

These outputs and outcomes directly contribute to achieving cleaner, safer water infrastructure and more resilient urban drainage systems.

Workplan Requirements for Identifying Contractors:

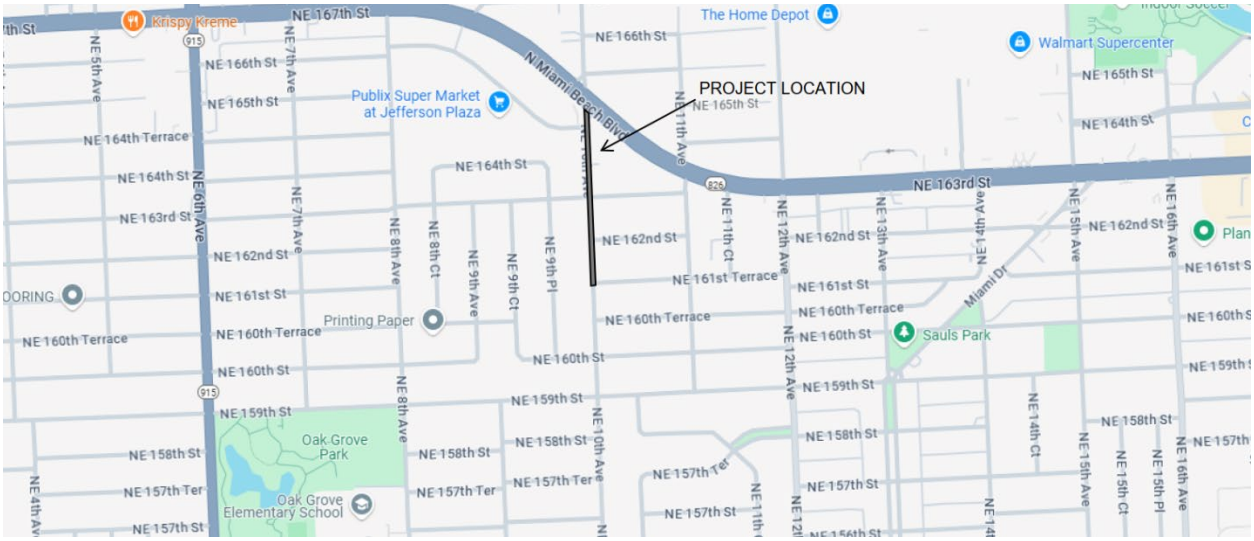
The City will follow EPA and federal regulations for selecting qualified construction contractors and professional engineering services, adhering strictly to competitive Procurement Standards (2 CFR 200.317 - 200.327).

Workplan Requirements for Identifying Subrecipients:

No subrecipients are proposed. All contracted work is to be executed by contractors in accordance with federal procurement regulations.

Supporting Figures

NE 10 Ave Aerial Map



Other Attachment File(s)

*** Mandatory Other Attachment Filename:** 1238-SFLLL_2_0-V2.0 signed.pdf

Add Mandatory Other Attachment | Delete Mandatory Other Attachment | View Mandatory Other Attachment

To add more "Other Attachment" attachments, please use the attachment buttons below.

Add Optional Other Attachment | Delete Optional Other Attachment | View Optional Other Attachment

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

*Name: City of North Miami Beach

*Street 1: 17011 NE 19 Avenue Street 2:

*City: North Miami Beach State: FL: Florida Zip: 33162

Congressional District, if known: 24

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:

US Environmental Protection Agency

7. * Federal Program Name/Description:

State and Tribal Assistance Grants, Clean Water State Revolving Fund

CFDA Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$ 1,141,038.00

10. a. Name and Address of Lobbying Registrant:

Prefix *First Name Middle Name

*Last Name Suffix

*Street 1 Street 2

*City State Zip

b. Individual Performing Services (including address if different from No. 10a)

Prefix *First Name Middle Name

*Last Name Suffix

*Street 1 Street 2

*City State Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

***Name:** Prefix: Mr. *First Name: Andrew Middle Name:

*Last Name: Plotkin Suffix:

Title: Interim City Manager **Telephone No.:** 305-948-2900 **Date:** 10/10/2025

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

Budget Narrative File(s)

*** Mandatory Budget Narrative Filename:** 1237-EPA Budget Justification Worksheet a.pdf

Add Mandatory Budget Narrative | Delete Mandatory Budget Narrative | View Mandatory Budget Narrative

To add more Budget Narrative attachments, please use the attachment buttons below.

Add Optional Budget Narrative | Delete Optional Budget Narrative | View Optional Budget Narrative

The following attachment is not included in this view since it is not a read-only PDF file.

The agency will receive all application forms and attachments without any data loss.

BudgetNarrativeAttachments_1_2-Attachments-1237-EPA Budget Justificatio

n Worksheet a.pdf

Consent Agenda
9.6.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Frandley Defilie, Senior Management Analyst
VIA:	Darvin Williams, City Manager
DATE:	February 17, 2026

RE: Resolution No. R2026-15 Authorizing the City Manager to Apply for Grant Assistance Under the Miami Dade County Community Development Block Grant for Washington Park Swimming Pool (Frandley Defilie, Senior Management Analyst)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution
- Memo
- WP Budget
- MP Civil Drawings
- Environmental Review Request Form

- Photos
- WP Project Location

RESOLUTION NO. R2026-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY FOR GRANT ASSISTANCE UNDER THE MIAMI DADE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach (the "City") is interested in carrying out the following described project for the safety of the citizenry of City of North Miami Beach and the State of Florida (the "Project"):

Project Title: Washington Park Construction Phase II - Washington Park Swimming Pool Improvements - City of North Miami Beach

Total Estimated Cost of Project: $16,957,928.61

Brief Description of Project: Washington Park Site Development project is located at 15290 NE 15th CT. North Miami Beach, Florida 33162. This Project is a combination of several aspects, which include the abandonment of city-owned right-of-way, relocation and upgrades of utilities within the aforementioned right-of-way, and the improvement to the drainage around the project site. This building will include an auditorium, meeting room, classrooms, reception area, kitchen and restrooms. The site amenities will include aquatic recreational facilities such as a pool and splash pad. Other facilities include picnic pavilions, pedestrian pathway, outdoor basketball courts, multi-purpose fields, landscape and parking improvements.

This funding will be utilized for Phase II of the Project. The items included in this grant are the swimming pool; pool deck furniture, furnishings and equipment; and Funbrella shade structure; and

WHEREAS, an application to the Miami Dade County ("MDC") Community Development Block Grant for financial assistance is required for the Project.

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

That the Project described above be authorized,

AND, be it further resolved that said City of North Miami Beach make application to Miami Dade County in the amount of $460,000 of the actual cost of the project on behalf of said City of North Miami Beach.

AND, be it further resolved by the City of North Miami Beach that it certifies to the following:

1. That it will accept the terms and conditions set forth, which will be part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out the program in the manner described in the proposal and any plans and specifications attached thereto, unless prior approval for any change has been received from the District.

3. That it has the ability to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of North Miami Beach for public use.

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to MDC, if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by MDC.

Section 1. The foregoing recitals are adopted and hereby incorporated as if fully set

forth herein.

Section 2. The project described above is hereby authorized by the City Commission, and the City Manager are authorized to apply for grant assistance from the Florida Division of Emergency Management, and to do any and all other things which may be necessary to effectuate this project.

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 **17th day of February 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

City of North Miami Beach, Florida

Office of the City Manager

TO: Mayor and Commission

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

VIA: Darvin Williams, City Manager

CC: Kerlyne McHenry, Interim Public Works Director
Lasonya Starlin, Grants Coordinator

DATE: 2/5/2026

SUBJECT: After-the-Fact Acceptance of Federal and County Grant Awards

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This memo is submitted to request after-the-fact acceptance, by resolution, of multiple federal and county grant awards received by the City of North Miami Beach. Please find below an overview of each funding award below, along with the associated grant agreements and official award notices attached.

Federal Appropriation – Environmental Protection Agency Community Funding Project Grant (2022)
Project Name: City of North Miami Beach Drainage Improvement Project
Amount: $1,141,038

The City of North Miami Beach Drainage Improvement Project is a critical stormwater infrastructure initiative designed to strengthen flood resilience and enhance water quality management across vulnerable neighborhoods within the city.
A primary component of this initiative is the Highland Village Stormwater Improvements Project, which focuses on upgrading aging and undersized drainage systems to better manage heavy rainfall and storm events. Improvements include the installation of high-density polyethylene (HDPE) and ductile iron pipe (DIP) stormwater lines, new manholes, and enhanced flow control mechanisms to increase system capacity and operational efficiency.
These improvements will significantly reduce localized flooding, protect residential properties and public infrastructure, improve stormwater conveyance, and support compliance with state and federal water management regulations. The project directly advances U.S. Environmental Protection Agency priorities related to climate resilience, community flood protection, and sustainable water infrastructure in historically impacted areas.

Federal Appropriation – United States Department of Housing and Urban Development Community Funding Project Grant (2023)
Project Name: Washington Park Site Development
Amount: $3,000,000

Funding will be used to construct a new Community Center Building at Washington Park designed to serve as a central hub for recreational, educational, and community programming.

The project includes development of an auditorium, meeting rooms, classrooms, reception area, kitchen, and restrooms to support youth programs, senior services, workforce development initiatives, and community events. Grant funds will also support ADA accessibility improvements and enhancements to outdoor amenities, including pedestrian pathways, basketball courts, multi-purpose fields, landscaping, and parking upgrades. Additionally, funding will support critical site infrastructure improvements necessary for long-term functionality and resilience, including utility relocation, enhanced drainage systems, and construction of a new wastewater sewer pump station and force main to accommodate current and future neighborhood demand.

CBDG – HUD – Reallocation Funding Miami-Dade County (2025)
Project Name: Washington Park Swinging Pool Improvements
Amount: $460,000

Funding will support essential public infrastructure improvements at Washington Park, specifically the reconstruction of the swimming pool, installation of a new pool deck, and purchase and installation of umbrella shade structures.

All expenditures are capital in nature and directly related to public facility improvements. No indirect or administrative costs are included in this allocation.

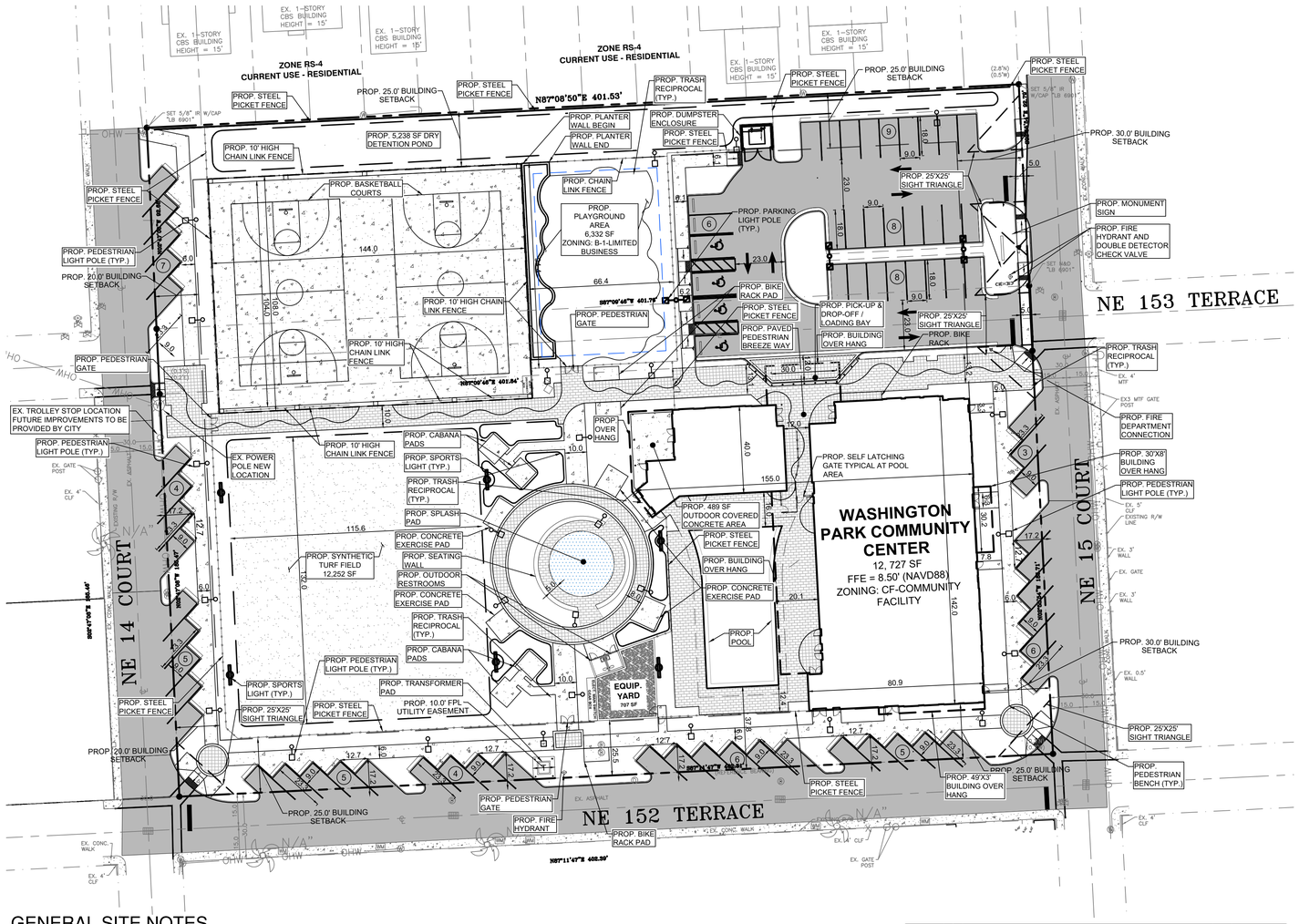
ARPA Allocation – Miami-Dade County (2025)
Project Name: North Miami Beach Community/Recreation Center
Amount: $500,000

The Miami-Dade County Board of County Commissioners adopted the FY 2024–2025 Operating Budget and Multi-Year Capital Plan, approving an allocation of $500,000 to the City of North Miami Beach for development of a Community/Recreation Center at Washington Park.

These funds will be used to support construction and all necessary components associated with building the facility and are eligible for reimbursement through the Miami-Dade Rescue Plan (ARPA).

Washington Park Community Center Site Development
15290 NE 15 Court, North Miami Beach, Fl 33162

Item	Description	Estimated Cost
Land Acquisition	Purchase of Required Plats	
Design and Engineering	Design, Permiting and Construction Admin	$ 1,076,717.77
Construction		
General Requirements	Bonds & Insurance	$ 1,308,819.17
	Mobilization/ Demo	
	M.O.T	
	Erosion Control	
	Construction Layout/Survey	
	Material Testing/Densities/Soil Boring	
	Permits	
Clearing & Grubbing	Site Demolition	$ 150,000.00
Utilities	Adjustments to Existing	$ 25,000.00
	Water, Electric, Sanitary, Communications Services	$ 100,000.00
	R/W Abandonment	$ 50,000.00
Earthwork/ Drainage	Grading	$ 40,000.00
	Piped Storm Drainange System	$ 150,000.00
Architecture	Community Center - Interior Spaces	$ 6,203,500.00
	- Exterior Covered Areas	$ 601,300.00
	Restroom	$ 160,000.00
	Dumpster	$ 15,000.00
	Metal Building (Basketball Lighted Cover)	$ 1,725,000.00
	FF&E	$ 620,350.00
Paving	Concrete	$ 80,000.00
	Pavers / Decorative Concrete	$ -
	D Curbing	$ 44,100.00
	Asphalt / Parking	$ 189,000.00
	Site Lighting	$ 50,000.00
Aquatics	Pool	$ 375,000.00
	Splashpad	$ 300,000.00
	Funbrella	$ 45,000.00
	Pool Deck FF&E	$ 40,000.00
Fields	Artificial Turf Multipurpose Field (Approx 115' X130')	$ 396,175.00
	Field Lighting	$ 400,000.00
Playground	Ages 5-12, Accessible	$ 400,000.00
	Shade Structure	$ 100,000.00
	Pour in Place Safety Surface	$ 110,250.00
	Playground Lighting	$ 10,000.00
Ameninties	Park Monument Signage	$ 10,000.00
	Seating Wall	$ 11,000.00
	Trash Receptacle	$ 25,000.00
	Picnic Tables	$ 10,000.00
	Benches	$ 37,500.00
	Shade Structure	$ 40,000.00
	Water Fountain/ Bottle Filler	$ 20,000.00
	Bike Rack	$ 12,000.00
	Fencing/ Gates - Steel Ornament	$ 232,500.00
	Fitness Stations	$ 32,000.00
Landscape	Speciemen / Trees Palms	$ 37,500.00
	Trees	$ 10,366.67
	Shrubs	$ 40,250.00
	Sod	$ 10,350.00
Irrigation	Point of Connection	$ 2,500.00
	Small Areas (Spray heads)	$ 43,000.00
	Large Areas (Rotors)	$ 18,750.00
Contingency		$ 1,600,000.00
Total		**$ 16,957,928.61**



GENERAL SITE NOTES

1. ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
2. ALL CURBING SHALL BE PER THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD INDEX 520.
3. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL LOCAL REGULATIONS AND O.S.H.A. STANDARDS.
4. CONTRACTOR SHALL REFER TO ARCHITECT PLANS FOR EXACT BUILDING LOCATION AND DIMENSIONS AND UTILITY ENTRANCE LOCATIONS.
5. CONTRACTOR SHALL REFER TO SPECIFICATIONS AND GEOTECHNICAL REPORT DETAILS FOR PAVING DESIGN AND PROPER MATERIALS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE SITE UNTIL WORK IS ACCEPTED BY THE OWNER.
7. ALL SIGNS SHALL BE PER THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND FDOT, ALL SIGNS SHALL BE INSTALLED AND MOUNTED PER FDOT STANDARD INDEX 700-010.
8. CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING ADEQUATE TRAFFIC CONTROL THROUGHOUT THE PROJECT, INCLUDING PROPER TRAFFIC CONTROL DEVICES AND/OR PERSONNEL AS REQUIRED. THIS INCLUDES BOTH VEHICULAR AND PEDESTRIAN TRAFFIC CONTROL. TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH M.U.T.C.D. AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD INDEX 102-613, 102-616, AND 102-660.
9. ALL CURB RAMPS SHALL HAVE DETECTABLE WARNINGS PER FDOT STANDARD INDEX 522.
10. ALL ADA STRIPING AND SIGNAGE SHALL BE FDOT STANDARD INDEX 711 AND 700.
11. ALL UNPAVED DISTURBED AREAS WITHIN THE RIGHT-OF-WAY SHALL BE SODDED.
12. ALL PLANS SUBMITTED FOR PERMITTING SHALL MEET THE COUNTY'S CODES AND THE APPLICABLE BUILDING CODES IN EFFECT AT THE TIME OF PERMIT APPLICATION.
13. MOT PER FDOT DESIGN STANDARD INDEX 102-612, 102-613 & 102-615.
14. TCP PER FDOT STANDARD INDEX 102-660 AND 102-616.
15. DAMAGED SIDEWALK AND/OR CURB AND GUTTER SHALL BE RESTORED WITH FULL FLAGS 4" THICK, USING EXPANSION MATERIAL AND TACTILE FOR HANDICAP RAMPS. (INDEX 522)
16. ASPHALT SHALL BE SAW CUT BEFORE REMOVING SHOULDER OR GUTTER TO PREVENT DAMAGE TO THE EXISTING ASPHALT. DAMAGE TO THE NEW ASPHALT PAVEMENT WILL INCLUDE THE MILLING AND RESURFACING OF A 50-FOOT ARE ON EITHER SIDE OF THE DAMAGE PLUS FULL LANE RESTORATION.
17. ALL PAVEMENT MARKINGS AND SIGNAGE SHALL BE IN ACCORDANCE WITH BROWARD COUNTY STANDARDS.
18. ALL MECHNICAL EQUIPMENT TO BE AT THE DESIRED FINISHED FLOOR ELEVATION.

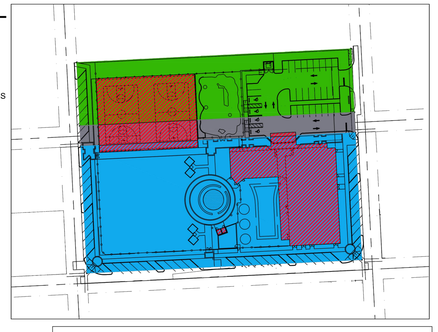
BUILDING EFFICIENCY AND WATER CONSERVATION CONCEPTS

- FLORIDA GREEN BUILDING COALITION (FGBC) CERTIFICATION WILL BE PURSUED DURING DESIGN DEVELOPMENT.
- ROOFING WILL BE SPECIFIED WITH COMPOSITE LIGHTWEIGHT INSULATING CONCRETE WITH A MINIMUM R-19 VALUE. THIS SYSTEM ALLOWS FOR THE ENTIRE BUILDING ENVELOPE TO BE INSULATED AND CONDITIONED, THUS PREVENTING MOISTURE AND HEAT BUILD-UP OVER THE ACOUSTICAL CEILING. THIS SYSTEM IS HEALTHIER AND MORE ENERGY EFFICIENT.
- THE TOP LAYER OF THE ROOFING MEMBRANE WILL BE HIGHLY REFLECTIVE WITH LOW EMISSIVITY IN COMPLIANCE THE ENERGY STAR PROGRAM.
- THE HVAC SYSTEM WILL SPECIFY HIGH EFFICIENCY MECHANICAL UNITS AND ZERO CFC BASED REFRIGERANTS.
- SYSTEM CONTROLS WILL BE SPECIFIED FOR MAXIMUM EFFICIENCY AND FLEXIBILITY.
- PERMANENT TEMPERATURE AND HUMIDITY MONITORING SYSTEMS WILL BE SPECIFIED.
- HIGH EFFICIENCY, LOW FLOW PLUMBING FIXTURES WILL BE SPECIFIED.
- INDOOR AIR QUALITY SHALL MEET THE LATEST STANDARDS OF ASHRAE 62. ZERO EXPOSURE TO NON-SMOKERS TO ENVIRONMENTAL TOBACCO SMOKE SHALL BE ATTAINED BY PROHIBITING SMOKING INSIDE THE BUILDING.
- PAINTS, CARPETS, RESINS, OTHER FINISHES AND COMPONENTS WILL BE SPECIFIED TO HAVE VOC LIMITS IN COMPLIANCE WITH GREEN SEAL AND GREEN LABEL PROGRAMS.

CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (CPTED)

NATURAL ACCESS CONTROL:
- MAIN CANOPY BREEZEWAY ACCENTUATES ENTRANCE AND GUIDES VISITORS TO DESIRED ENTRANCES AND AWAY FROM PRIVATE AREAS.
- ACCESS CONTROL BY 'CHECKPOINTS' AT ENTRANCE OF MAIN BUILDING AREAS: COMMUNITY CENTER LOBBY AND PLAYSCHOOL LOBBY, GATED ENTRANCE AT POOL AREA.

NATURAL SURVEILLANCE:
- PUBLIC VISIBILITY: OPEN RECREATIONAL AREAS LOCATED SO THEY ARE VISIBLE FROM NEARBY HOMES AND STREETS.
- PEDESTRIAN SCALE EXTERIOR LIGHTING TO HELP IDENTIFY AND AVOID POTENTIAL THREAT IN DARK AREAS AT NIGHT.
- GOOD ILLUMINATION PROVIDED AT ALL RECREATIONAL AREAS AND EXTERIOR DOORS.
- WINDOWS PRESENT ON ALL FACADES OF BUILDING TO ALLOW GOOD SURVEILLANCE.
- PARKING AREAS VISIBLE FROM WINDOWS AND DOORS.
- RECREATION AREAS VISIBLE FROM THE BUILDING'S WINDOWS AND DOORS.



ZONE	SYMBOL	AREA	BUILDING SQ	COVERAGE%
B1		37,248 sf	9,732 sf	26%
ROW		12,054 sf	4,518 sf	37%
CF		74,621 sf	17,759 sf	21%

ZONING & BUILDING COVERAGE EXHIBIT

EXISTING LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- **ASPHALT PAVEMENT**
- **CONCRETE**
- EDGE OF PAVEMENT
- CENTERLINE OF ROAD
- OHW — OVERHEAD ELECTRIC SERVICE
- CHAIN LINK FENCE
- STM — STORM LINE
- FPL EASEMENT
- CONCRETE BLOCK WALL
- SIGN / CROSSWALK SIGNAL
- FIRE HYDRANT
- METAL LIGHT POLE
- WOOD POWER POLE
- **CONCRETE LIGHT POLE**
- **MONITORING WELL**
- **CABLE BOX**
- **CATCH BASIN**
- **SPOT ELEVATION**
- **SANITARY SEWER MANHOLE**
- WATER VALVE
- **GUY ANCHOR**
- HAND HOLE
- TREE

PROPOSED LEGEND

- PROPERTY LINE
- **HEAVY DUTY CONCRETE PAVEMENT**
- **CONCRETE SIDEWALK**
- **TYPE "D" CURB**
- **BUILDING SETBACK LINE**
- **LANDSCAPE BUFFER LINE**
- **STEEL PICKET FENCE**
- **STEEL PICKET FENCE**
- T — **ELECTRIC TRANSFORMER W/ BOLLARDS**
- # — **PARKING COUNT**
- **PARKING STRIPING**
- **SIGN**
- **RAMP**
- **ASPHALT PAVEMENT**

ABBREVIATIONS

CONC.	CONCRETE
ELEV.	ELEVATION
EX.	EXISTING
O.R.B	OFFICIAL RECORD BOOK
NO.	NUMBER
R/W	RIGHT OF WAY
TYP.	TYPICAL

DATUM NOTE

1. **THE ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88).**

SITE PLAN TABULAR DATE - CITY OF NORTH MIAMI BEACH

APPLICATION NAME	WASHINGTON PARK COMMUNITY CENTER
PARCEL CONTROL NUMBER	07-2217-018-1410, 07-2217-018-0920, 07-2217-018-1000, 07-2217-018-1010, 07-2217-018-1020, 07-2217-018-1050
EXISTING LAND USE DESIGNATION	RECREATION AND OPEN SPACE, BUSINESS
EXISTING ZONING	COMMUNITY FACILITY (CF); LIMITED BUSINESS (B-1) WASHINGTON PARK NEIGHBORHOOD IMP. DISTRICT
EXISTING USE	COMMUNITY CENTER, PARK, POOL, RETAIL & VACANT
PROPOSED USE	COMMUNITY CENTER, PARK, POOL
WATER AND WASTEWATER SERVICE PROVIDER	CITY OF NORTH MIAMI BEACH

SITE AREA

AREA	SF	ACRES	%
TOTAL GROSS SITE AREA	121,000	2.78	100
EXISTING PARK	90,000	2.07	-
ADDITIONAL AQUIRED LOTS	18,000	0.41	-
ROW ABANDONMENT AREA	13,000	0.30	-
VEHICULAR USE AREA (VUA) TOTAL	22,818	0.52	18.9
VUA - OFF STREET PARKING	15,042	0.35	-
VUA - ON STREET PARKING	7,775	0.18	-
OPEN SPACE	50,767	1.16	42.0
LANDSCAPE AREA	45,141	1.04	37.3

BUILDING DATA

AREA	SF	ACRES
TOTAL GROSS FLOOR AREA	13,510	0.31
COMMUNITY CENTER BUILDING	13,400	0.31
SPLASH PAD BATHROOMS	110	0.003
FLOOR AREA RATIO (FAR) = 0.11		
TOTAL ENCLOSED BUILDING COVERAGE	13,510	0.31
CANOPIES / EAVES / AWNING AREA	2,500	1.16
BASKETBALL CANOPY	15,552	1.04
HEIGHT	FT	STORIES
BUILDING HEIGHT (35FT MAX)	30.0	1
NUMBER OF STORIES (3 MAX)		1
STRUCTURE LENGTH	142	
	REQUIRED	PROVIDED
PERVIOUS SURFACE AREA (MIN. 25%)	30,250	45,141
IMPERVIOUS SURFACE AREA (MAX. 75%)	90,750	75,859

BUILDING SETBACKS

PROPOSED BUILDING HEIGHT	30.0 FT	
PROPOSED BASKETBALL CANOPY HEIGHT	30.0 FT	
DIRECTION	REQUIRED	PROPOSED
NORTH (FRONT)	ZONE B1 = 25 FT / ZONE CF = 30 FT	ZONE B1 = 25 FT / ZONE CF = 141.59 FT
EAST (SIDE CORNER)	ZONE B1 = 20 FT / ZONE CF = 25 FT	ZONE B1 = 230.59 FT / ZONE CF = 30.00 FT
SOUTH (REAR)	ZONE B1 = 20 FT / ZONE CF = 20 FT	ZONE B1 = 175.13 FT / ZONE CF = 25.00 FT
WEST (SIDE)	ZONE B1 = 00 FT / ZONE CF = 15 FT	ZONE B1 = 27.00 FT / ZONE CF = 216.98 FT

PARKING

PARKING REQUIRED	
PARKING RATIO	4 SPACE PER 1,000 SF
TOTAL REQUIRED	54 SPACES
ADA PARKING SPACES REQUIRED	4 SPACES
LOADING SPACES REQUIRED	1 SPACES
PARKING PROVIDED	
9' X 18' STANDARD PARKING	67 SPACES
12' X 18' ACCESSIBLE PARKING	4 SPACES
TOTAL PROVIDED	71 SPACES
TOTAL BICYCLE RACKS PROVIDED	35 SPACES

LANDSCAPE BUFFERS

DIRECTION	REQUIRED	PROPOSED
NORTH	30 FT	143.44 FT
EAST	30 FT	30.00 FT
SOUTH	25 FT	25.00 FT
WEST	20 FT	216.98 FT

Know what's **Below.** **Call** before you dig. 1-800-252-1166

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ROBERT ZUCCARO, P.E. (17931) ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

NORTH

GRAPHIC SCALE
30 0 15 30 60 120
1" = 30'

PERMIT SUBMITTAL

ENGINEERS | PLANNERS | SCIENTISTS
CONSTRUCTION MANAGERS
1425 W Cypress Creek Road, Suite 101
Fort Lauderdale, FL 33309 • 954.776.1616 • www.kci.com
KCI CERTIFICATE OF AUTHORIZATION NO. 4898

CLIENT: City of North Miami Beach

REV	DESCRIPTION	DATE

DATE NOVEMBER 15, 2023
SCALE 1:30
DESIGNED BY B.R.
DRAWN BY B.R.
CHECKED BY R.M.Z.

CITY OF NORTH MIAMI BEACH
WASHINGTON PARK
15290 NE 15TH CT, NORTH MIAMI BEACH, MIAMI-DADE COUNTY, FL

SITE PLAN

SHEET NO. **C-07**
PROJECT NO. 481903840.00

ROBERT ZUCCARO LICENSE No 17931 STATE OF FLORIDA PROFESSIONAL ENGINEER
ROBERT ZUCCARO
DATE:
REGISTRATION NUMBER: 17931

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Z:\PROJECTS\481903840.00 WASHINGTON PARK NMB\CIVIL\5_CAD\ENGINEERING PLANS\SHEETS\481903840.00_G-CP-07-SITE PLAN.DWG

MIAMI-DADE COUNTY
HOUSING AND COMMUNITY DEVELOPMENT (HCD)

ENVIRONMENTAL REVIEW REQUEST FORM

INSTRUCTIONS: Per 24 CFR Part 58, the purpose of the environmental review procedures is to foster the implementation of environmentally compatible activities. As a grant or loan recipient, Miami-Dade County will not fund projects that will negatively impact clients, communities, or the environment.

Part I. AGENCY AND PROJECT DETAIL

1. Indicate federal funding source/s being used:
   - ☐ CDBG - Community Development Block Grant
   - ☐ CDBG-CV - Community Development Block Grant – CARES Act
   - ☐ CDBG–R - Community Development Block Grant, Recovery
   - ☐ EDI – Economic Development Initiative
   - ☐ ESG – Emergency Solutions Grant
   - ☐ ESG-CV - Emergency Solutions Grant – CARES Act
   - ☐ HOME – Home Investment Partnerships Program
   - ☐ HOME - American Rescue Plan Act(ARPA)
   - ☐ HOPE VI – Public and Indian Housing
   - ☐ NSP – Neighborhood Stabilization Program
   - ☐ RAD – Rental Assistance Demonstration program
   - ☐ Section 8 Project Based Voucher – Public and Indian Housing
   - ☐ Section 18 Demolition/Disposition – Public and Indian Housing
   - ☐ Other: Specify _____

2. Indicate Fiscal Year: **FY 20**____

3. Name of Subrecipient/Agency: _____

4. Name of Proposed Activity: _____

5. Location (**Address with City, ST and Zip**) of Activity or Project:

6. Site Folio Number(s):

7. Commission District(s): _____

8. Direct Contact information of loan/grant recipient:

Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	

9. Detailed description of activity or project:

10. What is the purpose of the activity or project? For example, Public Service, Economic Development, Historic Preservation, Capital Improvement, Housing, etc.

11. What is the status of activity or project? For example, Pre-Development Phase, Rehab/Construction Underway, Rehab/Construction Completed, etc.

Part II. PROJECT OUTCOME

Will the activity or project result in the following?

YES	NO	Answer each question below with 'Y' or 'N' in the blanks at left
		1. Change in use
		2. Sub-surface alteration (i.e. excavations)
		3. New construction
		4. Renovation or demolition
		5. Site improvements (utilities, sidewalk, landscaping, storm drainage, parking areas, drives, etc.)
		6. Building improvements (windows, doors, etc.)
		7. Displacement of persons, households or business
		8. Increase in population working or living on site
		9. Land acquisition
		10. Activity in 100-year floodplain
		11. A new nonresidential use generating at least 1,375,000 gallons of water or 687,500 gallons of sewage per day.
		12. Use requiring operating permit (i.e. for hazardous waste, pretreatment of sewage, etc.)
		13. A sanitary landfill or hazardous waste disposal site
		14. Tree removal or relocation
		15. Street improvements
		16. The impounding of more than 10 acre feet of water (e.g. digging a lake or diverting or deepening of a body of water).

Part III. SITE SPECIFIC INFORMATION

1. Land Use:

   Describe the existing and proposed land use:

   - Existing?

_____
_____
_____
_____
_____

   - Proposed?

_____
_____
_____
_____
_____

- Does the site have any known contaminants?

☐ YES ☐ NO

- If there are known contaminants, has a Phase I audit been completed? If yes, a copy of Phase I Environmental Audit certified to Miami-Dade County must be submitted to determine the likely presence of either a release or threatened release of hazardous substance.

☐ YES ☐ NO

2. Site Plan:

Does the proposed activity include a new structure(s) or site improvements on a site of one (1) acre or more?

☐ YES ☐ NO

If yes, a site plan must be provided. Project(s) will not be environmentally reviewed without a site plan.

3. Photographs:

Does the activity include new construction, renovation or rehabilitation?

☐ YES ☐ NO

If yes, photographs must be provided of each side (front, rear and sides) of the structure(s) proposed for assistance and the buildings on the adjacent lots. The photographs shall be identified by address. In addition, provide for each existing structure on the site, the following information:

- Existing structure(s) on site? ☐ YES ☐ NO
- Estimated age of structure(s)? _____

4. Value of Improvements:

Does the proposed activity include rehabilitation or renovation of structure(s)?

☐ YES ☐ NO

If yes, what is the estimated cost of rehabilitation or renovation? _____

What is the amount sought for funding? _____

In addition, indicate if the estimated value of the improvement represents:

- ☐ 0 to 39.9 percent of the market value of the structure(s)
- ☐ 40 to 49.9 percent of the market value of the structure(s)
- ☐ 50 to 74.9 percent of the market value of the structure(s)
- ☐ 75 percent or more of the market value of the structure(s)

5. Phase I Environmental Audits:

   Does the proposed activity involve the transfer of any property, new construction, major renovations of 75% or more of the structures' market value, or a securing of a loan for nonresidential parcel?

   ☐ YES ☐ NO

   If yes, a copy of Phase I Environmental Audit certified to Miami-Dade County must be submitted to determine the likely presence of either a release or threatened release of hazardous substance.

   An audit is a review of a site and adjacent properties and involves preparing a history of ownership, land use and zoning for the last 50 years; researching environmental records for information on hazardous waste sites, hazardous facilities, solid waste/landfill facilities and underground storage tanks (available through the Department of Regulatory and Economic Resources (RER), Florida Department of Environmental Protection (FDEP) and U.S. Environmental Protection Agency (EPA)); and site inspection for physical evidence of contamination such as damaged vegetation or stains in the soil.

   Has a Phase I been performed? ☐ YES ☐ NO

6. Environmental Health Information:

   - If a residential site, and the activity includes or involves rehabilitation, has it been inspected for defective paint surfaces?

     ☐ YES ☐ NO

     If yes, please submit the results.

   - Have any child under the age of six at the site been tested for elevated levels of lead in the body?

     ☐ YES ☐ NO

     If yes, please submit the results.

7. Other Site Information:

	YES	NO
1. Flood insurance required?		
2. Public water available on site?		
3. Public sewer available on site?		
4. Children under 6 years of age residing on site or relocating to site (including day care facility)?		
5. Hazardous waste disposal facility?		
6. Storage of hazardous materials on site?		
7. Abandoned structure(s) on site?		

Part IV. SUPPLEMENTAL REQUIRED DOCUMENTS

Required Submittal Documents:

1. For **all projects**: **Submit** street/plat maps that depict location of property in the County and/or City with the location or lot clearly pointed out.

2. For **new construction** projects: **Submit** a scope of service, an itemized budget, and a site plan.

3. For **housing/building rehabilitation projects only**: **Submit** a scope of service, an itemized budget describing the major components of the rehabilitation program planned, and a photograph of the property.

4. For **historic proprieties**, include: **Submit** photographs of the property, and a description of any adjacent historic properties that may be affected by your activity.

Part V. CERTIFICATION

I certify to the accuracy of the information provided. I understand that all funded activities must have an approved environmental review clearance prior to the commencement of projects. I clearly understand that any omitted and/or incorrect information will delay the initiation of the environmental review process by the PHCD staff. As such, I am aware that omitted information could delay the commencement of my organization's project. I understand all approved environmental reviews are valid for one (1) year maximum.

Print Name	Signature	Title
Name of Organization or Corporation		Date

Unless otherwise indicated, return completed form and attachments to:

Project Management Division
Housing and Community Development
701 NW 1st Court - 14th Floor
Miami, Florida 33136

TYPES OF ACTIVITIES AND ENVIRONMENTAL GUIDELINES TRIGGERED:

Type of Activity	EXEMPT*	CENST**	CEST***	EA****
Economic Development				
New Construction				X
Rehab			X[1]	X[2]
Non-Construction/Expansion		X		
Housing				
Single Family Rehab			X	
Multi-Family Rehab			X[1]	X[2]
New Construction				X
Homeownership Assistance		X		
Affordable Housing Pre-Dev.		X		
Capital Improvement				
Handicapped Access			X	
Public Facilities			X[1]	X[2]
Infrastructure			X[1]	X[2]
Public Services				
Employment	X			
Crime Prevention	X			
Child Care	X			
Youth or Senior Services	X			
Supportive Services		X		

Type of Publication	No Public Notice/No RROF	No Public Notice/No RROF	No Public Notice/No RROF *(No Statutory Requirement Triggered)* <u>*Or*</u> Publish NOI/RROF *(Statutory Requirement Triggered)*	Publish FONSI and NOI/RROF

Estimated Time Frame *(Excluding Triggered Statutes)*	30-45 Days	30-45 Days	45-90 Days	90 Days Minimum

X[1] If for continued use and change in density (or size) of less than 20%
X[2] Change in density (or size) of more than 20%

*	Exempt	Exempt Activities
**	CENST	Categorically Excluded and Not Subject to 58.5
***	CEST	Categorically Excluded Subject to 58.5
****	EA	Environmental Assessment (Format II)

MIAMI-DADE COUNTY

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

MINIMUM REQUIREMENTS FOR PHASE I ENVIRONMENTAL AUDITS

- The scope of service
- The reason for performing the study
- Certification of the report to Miami-Dade County
- Ownership and site location
- Site description and characterization
    - A physical description including the acreage of the property, the percentage of the site occupied by building and paved areas, site layout, groundwater flow and direction of surface runoff plus the location of surface waters and any ditches
    - Description of current site activities
    - An inventory of those characteristics of the site which may cause environmental problems
- A site history showing the prior uses of the property during the past 50 years. The site should be investigated for prior industrial, commercial, and agricultural activities on the property.
- Current and past use (for 50 years) of neighboring properties.
- The characteristics of the vegetation, soil and surface water at the site.
- A review of regulatory compliance records of all appropriate federal, state and local agencies for the site
- The HUD circular on subsurface soil contaminations states that the inquiry into government records include properties located within the following radii of the site:
    - Within one mile of the site for properties on the National Priorities List (NPL), the list of RCRA TSD facilities, and the state equivalent to NPL; and
    - Within 0.5 miles of the site for properties on the CERCLIS List, the state agency equivalent to CERCLIS list, the Leaking Underground Storage List and the List of Solid Waste or Landfill facilities
- Summary of findings
- Recommendations
- Description of study limitation including caveats

Valid Phase I Environmental Audits can not exceed more than one (1) year from the original report completion date. If the audit is older than one (1) year, agencies must submit an updated Phase I Environmental Audit or a certified letter validating the accuracy of the Phase I Environmental Audit, from the original Environmental Engineering Consulting firm, and a copy the original Phase I Environmental Audit.

Fact Sheet #ASTM

Updates on the applicability of recently adopted ASTM E 1527-13 Phase I ESA standard to HUD environmental reviews

Authority: 24 CFR Part 50.3(i), and 58.5 (i)

Purpose: To provide specific guidance on the updates to the recently adopted ASTM Phase I ESA standard that are most relevant for HUD environmental reviews, and to explain how those updates apply to HUD environmental reviews.

A Phase I ESA studies previous uses of the property:

- **Chain of title**
- **Aerial photographs**
- **Reviews government records**
- **Visual site inspection**
- **Identifies environmental concerns**
- **Makes recommendations**

Updates from previous Phase I E-1527-05

- *Recognized environmental condition* was simplified and clarified to help bring greater consistency to the identification of RECs
- *Historical REC* was clarified to exclude any REC. Under the E 1527-13 version, an HREC is a condition that was in the past, but is not now, a REC.
- *Controlled REC* definition was developed to categorize certain RECs as currently managed to a regulatory standard that does not permit unrestricted property use. This is designed to replace the use of HREC for conditions that require continued management or restrict possible uses.
- *De minimis condition* was clarified to make clear that RECs that require management or restrictions on use are still RECs.
- *Migration* was defined, clarifying that hazardous waste or petroleum products in vapor form must be evaluated as part of the Phase I ESA.

Applicability to HUD Environmental Reviews

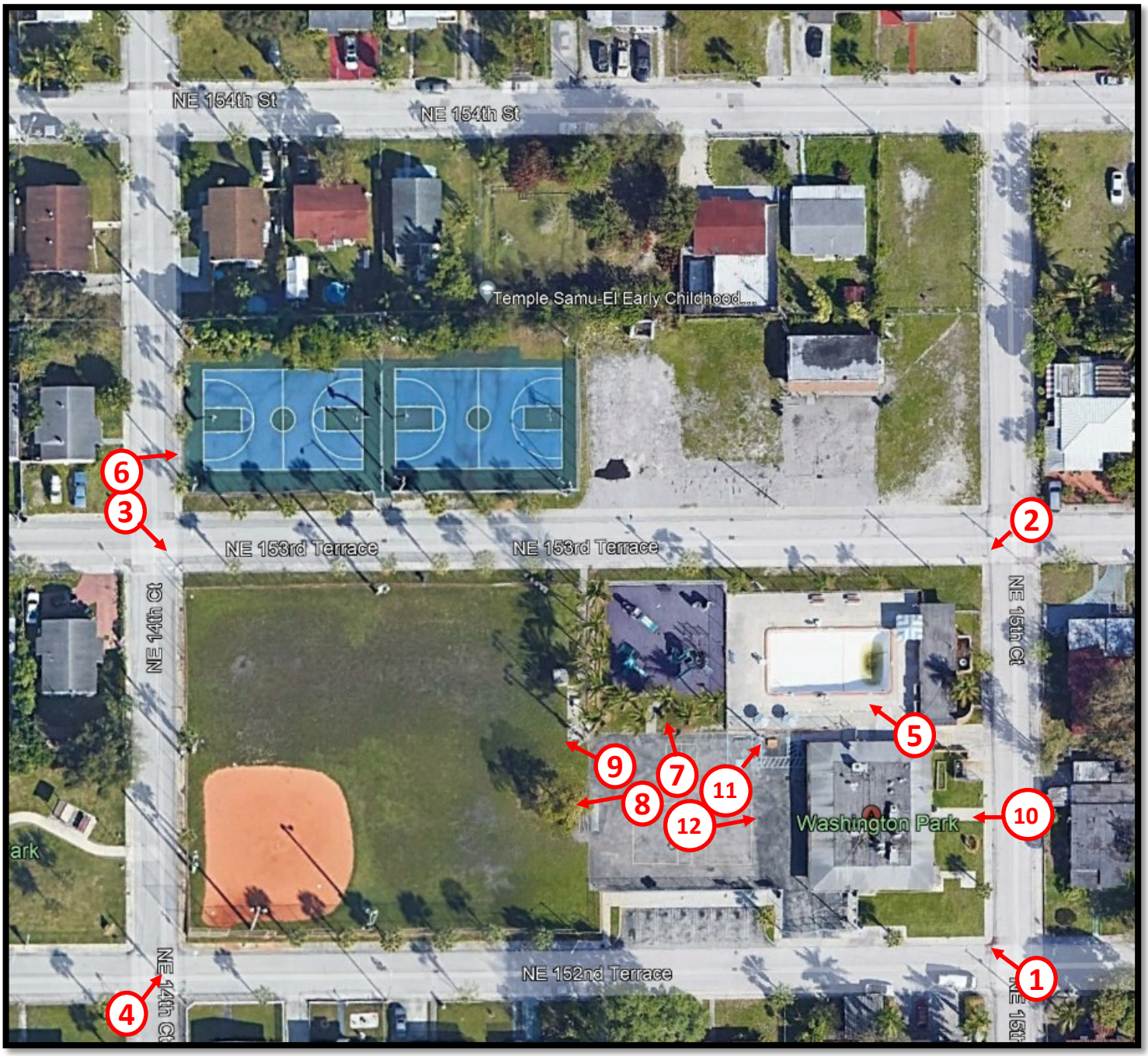
HUD requires the performance of a Phase I ESA in accordance with ASTM E 1527 as part of environmental reviews in many of its programs, including all Federal Housing Administration (FHA) programs. ASTM International recently adopted ASTM E 1527-13, an updated version of ASTM E 1527-05. The updated version incorporates a few items which are significant for HUD's environmental reviews.

The identification of Controlled Recognized Environmental Conditions in the Phase I ESA will alert HUD staff and RE's to sites which have controlled contamination on site but may need further remediation to reach residential standards.

The migration definition includes hazardous waste or petroleum products in vapor form. This change will not impact program requirements in the FHA as most FHA programs already require that a Vapor Encroachment Survey be performed in accordance with ASTM E2600-10 and that it be included in the Phase I ESA. However, it does change the context of that requirement in that a Vapor Encroachment Survey is now required to also satisfy the ASTM E1527-13 Phase I ESA requirements. The migration definition may result in changes to the information submitted in a Phase I ESA in other HUD Offices where a Vapor Encroachment Survey was not already a program requirement.

Fact Sheet #ASTM

NEED ADDITIONAL HELP?
CONTACT YOUR LOCAL HUD ENVIRONMENTAL OFFICER,
https://www.onecpd.info/environmental-review/hud-environmental-staff-contacts/.



Washington Park



PHOTO #1



PHOTO #2



PHOTO #3



PHOTO #4



PHOTO #5





PHOTO #7



PHOTO #8



PHOTO #9



PHOTO #10



PHOTO #11



PHOTO #12



Washington Park Location

15290 NE 15th Court

North Miami Beach, FL 33162

Consent Agenda
9.7.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Frandley Defilie, Senior Management Analyst
VIA:	Darvin Williams, City Manager
DATE:	February 17, 2026

RE: Resolution No. R2026-16 Authorizing the City Manager to Apply for Grant Assistance Under the Miami Dade County Rescue Plan Act for Washington Park Community/Recreation Center (Frandley Defilie, Senior Management Analyst)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution
- Memo

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING THE CITY MANAGER TO APPLY FOR GRANT ASSISTANCE UNDER THE MIAMI DADE COUNTY RESCUE PLAN ACT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach is interested in carrying out the following described project for the safety of the citizenry of City of North Miami Beach and the State of Florida;

Project Title: Washington Park Community/Recreation Center - City of North Miami Beach

Total Grant Amount: Miami Dade County Rescue Plan Act will provide $500,000 and City will not have to provide matching funds.

Brief Description of Project: This Project combines several aspects, including the abandonment of city-owned right-of-way, relocation of utilities within the aforementioned right-of-way, and improvements to drainage around the project site. The community center will include meeting rooms, classrooms, reception area, kitchen and restrooms. The site amenities will include aquatic and pool facility with splash pad, picnic pavilions, pedestrian pathway, outdoor basketball courts, multi-purpose fields, landscape and parking improvements.; and

WHEREAS, the Miami Dade County ("MDC") Rescue Plan Act financial assistance is required for the program mentioned above.

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

That the project described above be authorized,

AND, be it further resolved that said City of North Miami Beach make application to the Miami Dade County Rescue Plan Act in the amount of $500,000 of the actual cost of the project on behalf of said City of North Miami Beach.

AND, be it further resolved by the City of North Miami Beach that it certifies to the following:

1. That it will accept the terms and conditions set forth, which will be part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out the program in the manner described in the proposal and any plans and specifications attached thereto, unless prior approval for any change has been received from the District.

3. That it has the ability to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of North Miami Beach for public use.

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to MDC, if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by MDC.

Section 1. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. The project described above is hereby authorized by the City Commission, and the City Manager are authorized to apply for grant assistance from the Miami Dade County Rescue Plan Act, and to do any and all other things which may be necessary to effectuate this project.

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 **17th day of February 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

City of North Miami Beach, Florida

Office of the City Manager

TO: Mayor and Commission

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

VIA: Darvin Williams, City Manager

CC: Kerlyne McHenry, Interim Public Works Director
Lasonya Starlin, Grants Coordinator

DATE: 2/5/2026

SUBJECT: After-the-Fact Acceptance of Federal and County Grant Awards

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This memo is submitted to request after-the-fact acceptance, by resolution, of multiple federal and county grant awards received by the City of North Miami Beach. Please find below an overview of each funding award below, along with the associated grant agreements and official award notices attached.

Federal Appropriation – Environmental Protection Agency Community Funding Project Grant (2022)
Project Name: City of North Miami Beach Drainage Improvement Project
Amount: $1,141,038

The City of North Miami Beach Drainage Improvement Project is a critical stormwater infrastructure initiative designed to strengthen flood resilience and enhance water quality management across vulnerable neighborhoods within the city.
A primary component of this initiative is the Highland Village Stormwater Improvements Project, which focuses on upgrading aging and undersized drainage systems to better manage heavy rainfall and storm events. Improvements include the installation of high-density polyethylene (HDPE) and ductile iron pipe (DIP) stormwater lines, new manholes, and enhanced flow control mechanisms to increase system capacity and operational efficiency.
These improvements will significantly reduce localized flooding, protect residential properties and public infrastructure, improve stormwater conveyance, and support compliance with state and federal water management regulations. The project directly advances U.S. Environmental Protection Agency priorities related to climate resilience, community flood protection, and sustainable water infrastructure in historically impacted areas.

Federal Appropriation – United States Department of Housing and Urban Development Community Funding Project Grant (2023)
Project Name: Washington Park Site Development
Amount: $3,000,000

Funding will be used to construct a new Community Center Building at Washington Park designed to serve as a central hub for recreational, educational, and community programming.

The project includes development of an auditorium, meeting rooms, classrooms, reception area, kitchen, and restrooms to support youth programs, senior services, workforce development initiatives, and community events. Grant funds will also support ADA accessibility improvements and enhancements to outdoor amenities, including pedestrian pathways, basketball courts, multi-purpose fields, landscaping, and parking upgrades. Additionally, funding will support critical site infrastructure improvements necessary for long-term functionality and resilience, including utility relocation, enhanced drainage systems, and construction of a new wastewater sewer pump station and force main to accommodate current and future neighborhood demand.

CBDG – HUD – Reallocation Funding Miami-Dade County (2025)
Project Name: Washington Park Swinging Pool Improvements
Amount: $460,000

Funding will support essential public infrastructure improvements at Washington Park, specifically the reconstruction of the swimming pool, installation of a new pool deck, and purchase and installation of umbrella shade structures.

All expenditures are capital in nature and directly related to public facility improvements. No indirect or administrative costs are included in this allocation.

ARPA Allocation – Miami-Dade County (2025)
Project Name: North Miami Beach Community/Recreation Center
Amount: $500,000

The Miami-Dade County Board of County Commissioners adopted the FY 2024–2025 Operating Budget and Multi-Year Capital Plan, approving an allocation of $500,000 to the City of North Miami Beach for development of a Community/Recreation Center at Washington Park.

These funds will be used to support construction and all necessary components associated with building the facility and are eligible for reimbursement through the Miami-Dade Rescue Plan (ARPA).

Consent Agenda
9.8.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Frandley Defilie, Senior Management Analyst
VIA:	Darvin Williams, City Manager
DATE:	February 17, 2026

RE: Resolution No. R2026-17 Authorizing the City Manager to Apply for Grant Assistance Under the US Department of Housing and Urban Development for Washington Park Site Development (Frandley Defilie, Senior Management Analyst)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution
- Memo
- Agreement

RESOLUTION NO. R2026-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA AUTHORIZING THE CITY MANAGER TO APPLY FOR GRANT ASSISTANCE UNDER THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach is interested in carrying out the following described project for the safety of the citizenry of City of North Miami Beach (the "City") and the State of Florida (the "Project")

Project Title: Washington Park Site Development - City of North Miami Beach

Total Grant Amount: US Department of Housing and Urban Development Grant will provide $3,000,000 and City will not have to provide matching funds.

Brief Description of Project: This Project combines several aspects, including the abandonment of city-owned right-of-way, relocation of utilities within the aforementioned right-of-way, and improvements to drainage around the project site. The community center will include meeting rooms, classrooms, reception area, kitchen and restrooms. The site amenities will include aquatic and pool facility with splash pad, picnic pavilions, pedestrian pathway, outdoor basketball courts, multi-purpose fields, landscape and parking improvements.; and

WHEREAS, an application by the City to the US Department of Housing and Urban Development ("HUD") Federal Appropriations for financial assistance is required to fund the Project.

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

That the project described above be authorized;

AND, be it further resolved that said City shall make application to HUD for a grant in the amount of $3,000,000 to fund the Project,

AND, be it further resolved by the City that it certifies to the following:

1. That it will accept the terms and conditions set forth, which will be part of the Project agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out the Project in the manner described in the proposal and any plans and specifications attached thereto, unless prior approval for any change has been received from the District.

3. That it has the ability to finance its share of the cost of the Project and that the Project will be operated and maintained at the expense of said City of North Miami Beach for public use.

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the Project to substantiate claims for reimbursement.

6. That it will make available to HUD, if requested, a post-audit of expenses incurred on the Project prior to, or in conjunction with, request for the final 10% of the funding agreed to by HUD.

Section 1. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. The project described above is hereby authorized by the City Commission, and the City Manager are authorized to apply for grant assistance from the US Department of Housing and Urban Development, and to do any and all other things which may be necessary to effectuate this project.

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 **18th 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:_____
JOSEPH S. GELLER
CITY ATTORNEYS

City of North Miami Beach, Florida

Office of the City Manager

TO: Mayor and Commission

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

VIA: Darvin Williams, City Manager

CC: Kerlyne McHenry, Interim Public Works Director
Lasonya Starlin, Grants Coordinator

DATE: 2/5/2026

SUBJECT: After-the-Fact Acceptance of Federal and County Grant Awards

---

This memo is submitted to request after-the-fact acceptance, by resolution, of multiple federal and county grant awards received by the City of North Miami Beach. Please find below an overview of each funding award below, along with the associated grant agreements and official award notices attached.

Federal Appropriation – Environmental Protection Agency Community Funding Project Grant (2022)
Project Name: City of North Miami Beach Drainage Improvement Project
Amount: $1,141,038

The City of North Miami Beach Drainage Improvement Project is a critical stormwater infrastructure initiative designed to strengthen flood resilience and enhance water quality management across vulnerable neighborhoods within the city.
A primary component of this initiative is the Highland Village Stormwater Improvements Project, which focuses on upgrading aging and undersized drainage systems to better manage heavy rainfall and storm events. Improvements include the installation of high-density polyethylene (HDPE) and ductile iron pipe (DIP) stormwater lines, new manholes, and enhanced flow control mechanisms to increase system capacity and operational efficiency.
These improvements will significantly reduce localized flooding, protect residential properties and public infrastructure, improve stormwater conveyance, and support compliance with state and federal water management regulations. The project directly advances U.S. Environmental Protection Agency priorities related to climate resilience, community flood protection, and sustainable water infrastructure in historically impacted areas.

Federal Appropriation – United States Department of Housing and Urban Development Community Funding Project Grant (2023)
Project Name: Washington Park Site Development
Amount: $3,000,000

Funding will be used to construct a new Community Center Building at Washington Park designed to serve as a central hub for recreational, educational, and community programming.

The project includes development of an auditorium, meeting rooms, classrooms, reception area, kitchen, and restrooms to support youth programs, senior services, workforce development initiatives, and community events. Grant funds will also support ADA accessibility improvements and enhancements to outdoor amenities, including pedestrian pathways, basketball courts, multi-purpose fields, landscaping, and parking upgrades. Additionally, funding will support critical site infrastructure improvements necessary for long-term functionality and resilience, including utility relocation, enhanced drainage systems, and construction of a new wastewater sewer pump station and force main to accommodate current and future neighborhood demand.

CBDG – HUD – Reallocation Funding Miami-Dade County (2025)
Project Name: Washington Park Swinging Pool Improvements
Amount: $460,000

Funding will support essential public infrastructure improvements at Washington Park, specifically the reconstruction of the swimming pool, installation of a new pool deck, and purchase and installation of umbrella shade structures.

All expenditures are capital in nature and directly related to public facility improvements. No indirect or administrative costs are included in this allocation.

ARPA Allocation – Miami-Dade County (2025)
Project Name: North Miami Beach Community/Recreation Center
Amount: $500,000

The Miami-Dade County Board of County Commissioners adopted the FY 2024–2025 Operating Budget and Multi-Year Capital Plan, approving an allocation of $500,000 to the City of North Miami Beach for development of a Community/Recreation Center at Washington Park.

These funds will be used to support construction and all necessary components associated with building the facility and are eligible for reimbursement through the Miami-Dade Rescue Plan (ARPA).

FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-FL-0439

Grantee Name: City of North Miami Beach
Grantee Address: 17011 NE 19 Ave.,North Miami Beach, FL 33162
Grantee's Unique Entity Identifier (UEI): TEMPUEI00439
Grantee's Employer Identification Number (EIN): TEMP00439
Federal Award Identification Number (FAIN): B-23-CP-FL-0439
Assistance Listing Number and Name: 14.251 Economic Development Initiative, Community Project Funding, and Miscellaneous Grants
Period of Performance/Budget Period Start Date: 01/04/2023
Period of Performance/Budget Period End Date: 08/31/2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of North Miami Beach (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-328) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of $3,000,000.00 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this

Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's

indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and

administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than $500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts,

grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3 accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.

2. A Grant Closeout Agreement.

3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual

accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.

5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports that the Grantee is required to make to HUD under this Grant Agreement must be made in accordance with the instructions found in the document titled "FY2023 Economic Development Initiative Community Project Funding Grant Guide" that accompanies the Grant Agreement.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

City of North Miami Beach

(Name of Organization)

BY: _____

(Signature of Authorized Official)

Mario Diaz City Manager

(Typed Name and Title of Authorized Official)

6/4/24

(Date)

HUD

BY: _____

Nadab Bynum,
Acting Deputy Assistant Secretary for Economic Development

_____

(Date)

APPENDIX 1 – Project Narrative

The approved narrative has been appended to the end of the grant agreement.

APPENDIX 2 – Approved Budget

The approved budget has been appended to the end of the grant agreement.

APPENDIX 3 – Grantee's Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

☒ The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.

☐ The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee's indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

APPENDIX 4 –
Award Term and Condition for Grantee Integrity and Performance Matters

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement
If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report
During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures
During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency
During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions
For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition*. No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions*. HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions*. HUD will consider an exception only after the Grantee has provided the following documentation:

> *a.* A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
>
> *b.* An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

> *a.* Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
>
> *b.* Whether an opportunity was provided for open competitive bidding or negotiation;
>
> *c.* Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1.You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2.We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.
We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1."Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

NARRATIVE

The Washington Park Community Center project is located at 15290 NE 15th CT. North Miami Beach, Fl 33162. This Project focuses of a Community Center Building for public recreational and educational use. This building will include an auditorium, meeting room, classrooms, reception area, kitchen, and restrooms. The site amenities will include ADA improvements for accessibility, outdoor recreational amenities tied to the pedestrian pathway, outdoor basketball courts, multi-purpose fields, and landscape and parking improvements. The relocation of utilities will be affected to service this Center's infrastructure needs including improvement to the drainage around the project site including a new wastewater sewer pump station and forcemain. These improvements will collect the future flow of the surrounding neighborhood and will be constructed as part of this project.

The Washington Park Site Development project is located at 15290 NE 15th CT. North Miami Beach, Fl 33162. This project focuses on a Community Center Building with auditorium, meeting room, classrooms, reception area, kitchen and restrooms for recreational and educational use. This building will include ADA improvements for accessibility, outdoor recreational amenities tied to the pedestrian pathway, outdoor basketball courts, multi-purpose fields, and landscape and parking improvements. Site amenities will include aquatic and pool facility with splash pad, picnic pavilions, pedestrian pathway, outdoor basketball courts, multi-purpose fields, landscape and parking improvements. The relocation of utilities will be affected to service this Center's infrastructure needs including improvement to the drainage around the project site.

Project Address : 15290 NE 15th CT. North Miami Beach, Fl 33162

Our current project funding request is for construction of the building structure associated with outdoor recreation, and a wastewater sewer pump station and forcemain. None of the fund for this request will be used for programmatic or operational expenses. This project is eligible under 5305(a)(1) and 5305(a)(2) as it is for the provisions of Public Works facilities and improvements authorized under this CDF statute including water and sewer infrastructure and a multi-purpose community center serving youth and seniors in a historically economically disadvantaged neighborhood. Additionally, the site will involve improvements that will provide for increased mobility and accessibility for elderly and handicapped persons.

APPROVED BUDGET

SF424 – ESTIMATED FUNDING

Funding Name	Amount
Federal Estimated Funding	$3,000,000.00
Applicant Estimated Funding	$8,800,000.00
State Estimated Funding	$200,000.00
Local Estimated Funding	$500,000.00
Other Estimated Funding	$.00
Program Income Estimated Funding	$.00
Total	$12,500,000.00

CPF – ESTIMATED FUNDING

Funding Source	Estimated Funding
Construction Cost	$3,000,000.00
Total	$3,000,000.00

Consent Agenda
9.9.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Shereece George Depusoir, Chief Procurement Officer
VIA:	Darvin Williams, City Manager
DATE:	February 17, 2026

RE: Resolution No. R2026-18 Approving a Piggyback Contract and Authorizing Purchases from Amazon Business Marketplace, Through Amazon Services for Citywide Purchasing (Shereece George Depusoir, Chief Procurement Officer)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- Resolution
- Exhibit A

Commission Agenda Staff Report

Date: February 17, 2026
Resolution No.: 2026-XX
To: Mayor and City Commission
From: Darvin Williams, City Manager
Prepared By: Shereece George Depusoir, Chief Procurement Officer

Agenda Title: Resolution Approving a Piggyback Contract and Authorizing Purchases from Amazon Marketplace, through Amazon Services, LLC dba Amazon Business for Citywide Purchasing and Administrative and Operational Material and Supply Needs in an Annual Amount Not to Exceed $250,000.

Background

The City of North Miami Beach utilizes Amazon Business as a purchasing resource to support the efficient acquisition of goods required for daily municipal operations. The Amazon Business Marketplace provides City departments with timely access to a broad range of competitively priced products, supporting operational continuity and improved turnaround times.

Omnia Partners, a national cooperative purchasing organization, through its lead agency, Prince William County Public Schools, competitively solicited and awarded Contract R-TC-17006, *Online Marketplace for Purchases of Products and Services*, to Amazon Services, LLC, d/b/a Amazon Business, with a contract term through January 18, 2028.

The City intends to utilize this piggyback contract to procure a wide range of goods necessary to support daily operations across City departments. Leveraging this cooperative contract streamlines purchasing, reduces procurement cycle times, expands product access, and supports cost-effective acquisitions in accordance with City policies and budgetary appropriations.

Through the Amazon Business annual membership, the City receives ongoing benefits including free shipping, rebates, applicable tax exemptions, and business-only pricing. Procurement administers purchasing controls and guardrails to ensure compliance with City procurement requirements.

As a strategic partner, Amazon Business also supports supplier diversity by encouraging participation from small, local, and diverse businesses through outreach, training, and marketplace tools designed to expand access to public-sector purchasing opportunities.

Documented Cost Benefits

- Over $3,000 in shipping savings during the prior fiscal year through Business Prime
- Over $3,800 in Prime-related discount savings
- FY 2026 office supply discounts of up to 25%, representing an estimated $4,000 in value based on current office supply spending
- Active rebate program through August 31, 2026, offering up to 3% back on total annual spend

Strategic Cost Savings

Incorporating Amazon Business into the City's broader procurement strategy supports operational efficiency and cost savings, particularly for low-dollar, high-volume purchases such as office supplies, maintenance, repair, and operations (MRO) items, technology, books, and community engagement materials. Purchasing trends reflect a shift from single-source retail vendors to a multi-seller, price-competitive marketplace. Redirecting approximately 15–20% of comparable Office Depot and Home Depot purchases to Amazon Business at an estimated 10% lower net pricing has contributed to improved value through competitive pricing, product availability, variety, and accessibility.

Recommendation

The Chief Procurement Officer recommends that the City Commission approve and authorize the City Manager or designee to approve the Purchase Order with Amazon Business in accordance with City procurement policies and approved budgetary appropriations.

Fiscal Impact

Estimated annual spend for Amazon Business marketplace purchases to facilitate administrative and operational material and supply needs is a not to exceed amount of $250,000.00 citywide.

Requesting authorization for City departments to procure goods and services under this contract on an as-needed basis, subject to available FY26 budgeted funds.

FY26 Approved department budgets utilized: Operating Supplies, Office Supplies, Books, Educational Programs

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING A PIGGYBACK CONTRACT AND AUTHORIZING PURCHASES FROM THE AMAZON BUSINESS MARKETPLACE, THROUGH AMAZON SERVICES, LLC, D/B/A AMAZON BUSINESS, FOR CITYWIDE PURCHASING OF ADMINISTRATIVE AND OPERATIONAL MATERIAL AND SUPPLY NEEDS IN AN ANNUAL AMOUNT NOT TO EXCEED $250,000.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S 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, Omnia Partners, a national cooperative purchasing organization, through its lead agency Prince William County Public Schools *("Omnia Partners")* awarded Contract No. R-TC-17006 *Online Marketplace for Purchases of Products and Services* to Amazon Services, LLC dba Amazon Business *("Amazon")*, through January 18, 2028 *("Piggyback Contract")*; and

WHEREAS, the City of North Miami Beach utilizes the Amazon Business Marketplace for strategically and competitively priced purchases of goods necessary for City administrative and operational materials and supplies, supporting efficiency, sustainability, cost consciousness, and compliant procurement of departmental needs; and

WHEREAS, through its Amazon Business annual membership, the City receives ongoing savings and benefits, including free shipping, rebates, and applicable tax exemptions; and

WHEREAS, the Amazon Business Marketplace includes built-in purchasing controls and guardrails that support compliance with City procurement requirements while enabling participation by small and local businesses through direct marketplace access to City buyers.

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 needs to be presented to the Mayor and City Commission for approval; and

WHEREAS, the City Manager and the Chief Procurement Officer recommend that the City Commission approve the use of Amazon Business Marketplace for Citywide purchasing of

administrative and operational goods, in an annual amount to not exceed $250,000.00, in accordance with City procurement policies and approved budgetary appropriations; and

WHEREAS, the Mayor and City Commission determine it is in the best interests of the City to approve a Piggyback Contract with Amazon Services, LLC dba Amazon Business for Citywide purchasing of administrative and operational goods through the Amazon Business Marketplace, in an annual amount to not exceed $250,000.00 in accordance with City procurement policies and approved budgetary appropriations.

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 Amazon Business, in substantially the form attached as Exhibit "A", for Citywide purchasing of administrative and operational goods, in an annual amount not to exceed $250,000.00, subject to budget appropriation and availability of funds is hereby approved.

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

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

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

Section 6. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given 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 **17th day of February 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

ON-LINE MARKETPLACE FOR THE PURCHASES OF PRODUCTS AND SERVICES
Executive Summary

Lead Agency: Prince William County Public Schools

Solicitation: R-TC-17006

RFP Issued: September 14, 2016

Pre-Proposal Date: N/A

Response Due Date: October 14, 2016

Proposals Received: #12

Awarded to: Amazon Services, LLC, Contract #R-TC-17006

Prince William County Public Schools Purchasing Office issued RFP #R-TC-17006 on September 14, 2016, to establish a national cooperative contract for an On-line Marketplace for the Purchases of Products and Services.

The solicitation included cooperative purchasing in Section 1. Purpose:

The Purpose and Intent of this Request for Proposal (RFP) is to establish a cooperative contract, or contracts, for an On-line Marketplace for the purchase of the product categories in Section 4.1 for Prince William County Public Schools, Virginia, (herein referred to as "PWCS" or "Lead Public Agency") on behalf of all states, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations (herein "Participating Public Agencies) through sealed proposals from qualified sources to establish term contract, to include delivery, through competitive negotiations in accordance with the statement of needs, terms and conditions stated herein.

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

- Daily Journal of Commerce, OR
- Fauquier Times, VA
- The Honolulu Star, HI
- The Buy Line Blog-City Purchasing, Seattle.gov
- The New York State Contract Reporter, NYSCR.ny.gov
- ONVIA
- Merx.com
- U.S. Communities
- Prince William County Public Schools, VA
- Virginia's e-Procurement Portal, eVA, dgs.virginia.gov
- Washington's Electronic Business Solutions

On October 14, 2016 proposals were received from the following offerors:

- American Product Distributors
- Complete Book & Media Supply
- Innoseal
- Hi-Touch
- Music and Arts
- LD Products
- World ERP
- Amazon Services, LLC/Amazon Business
- Essendent Co.
- Peripole, Inc. d.b.a. Peripole-Bergerault, Inc.
- Scull Studios, LLC
- Textbook Warehouse, LLC

Seven (7) proposals were deemed non-responsive, five (5) proposals were deemed responsive and evaluated by an evaluation committee. The five (5) responsive proposals are Amazon Services LLC/Amazon Business, Essendent, Peripole, Scull Studios and Textbook Warehouse. Using the evaluation criteria established in the RFP, the committee elected to award to Amazon Services, LLC /Amazon Business for an online marketplace.

Contract includes:

Amazon Business has everything you love about Amazon, tailored for the public sector, including state and local government agencies, public and private K-12 school districts and higher education organizations, and nonprofit businesses. Solution benefits include:

- Offers comparison shopping
- Tax Exemption Program
- Enable spending controls
- Approval workflows
- Level 3 transaction reporting
- Reporting and analytics

Term:

Initial five-year agreement from January 19, 2017 through January 18, 2022 with the option to renew for three (3) additional two (2) year periods through January 18, 2028.

Pricing/Discount:

The Prince William County Public Schools, VA awarded online marketplace makes it easy to compare prices and find the best deals. To begin, Amazon Business customers must be registered as participants of OMNIA Partners in order to use the contract. Please Register to Participate. There are no costs,

account.

To get started, follow these steps:

contract by completing the contract enrollment form below.

Complete the contract enrollment form by clicking here. Once you complete the form, an Amazon Business Customer Advisor will contact you within three business days to complete the registration process.

OMNIA Partners, Public Sector Landing Pages: https://www.omniapartners.com/publicsector/contracts/supplier-contracts/amazon-business

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
LAUNCHING THRIVING FUTURES

CONTRACT RENEWAL #3

August 21, 2025

Amazon.com Services LLC
(Amazon Business)
Brett Tuson
410 Terry Avenue North,
Seattle, WA 98109-5210

Re: Contract Renewal #3
Contract #R-TC-17006 – On-line Marketplace for Purchases of Products and Services

Dear Mr. Tuson:

This is to advise you that Prince William County Public Schools (PWCS) desires to renew the referenced contract for an additional two-year period in accordance with the "Contract Term" clause in the Contract. The current contract will expire on January 18, 2026.

Please advise me if you desire to renew the contract and prices in accordance with the terms of the contract by signing and returning this **Contract Renewal** form no later than September 4, 2025.

If you have any questions on this matter, please contact me by phone at 703-791-8744 or via email at bakerax@pwcs.edu.

Sincerely,

Angie Baker

Angie Baker, VCA
Buyer

==========

Acceptance Agreement

It is mutually agreed that the above-mentioned contract is renewed for the period of January 19, 2026 to January 18, 2028 and all terms and conditions in the original solicitation and contract shall remain the same.

Renew Contract: Yes: **X** No: _____

Rates to Remain the Same: Yes: **X** No: _____ If no, attach explanation and revised rates.
Revised rates shall be effective on January 18, 2026, upon PWCS signature below.

Vendor: Brett Tuson _____
912091519645 44E
Legally Authorized Signature
Brett Tuson, Authorized Signatory

_____
Print Name & Title

PWCS: Brian Burtner _____
Legally Authorized Signature

Colleen Keener, NIGP-CPP, CPPB, CPCP, VCO, VCA
Supervisor of Purchasing

Sep 9, 2025

Date: September 4, 2025 Date:

BH

PROCUREMENT

Signature: Brian Hall
Brian Hall (Aug 21, 2025 14:38:35 EDT)

Email: hallbm@pwcs.edu

Renewal 3 - R-TC-17006 - Amazon

Final Audit Report 2025-08-21

Created:	2025-08-21
By:	Angela Baker (BAKERAX@pwcs.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxDUeObxcyg0ViZIL9MaCj2rhmpfgCJoc

"Renewal 3 - R-TC-17006 - Amazon" History

Document created by Angela Baker (BAKERAX@pwcs.edu)
2025-08-21 - 6:28:02 PM GMT- IP address: 204.122.110.251

Document emailed to Brian Hall (hallbm@pwcs.edu) for signature
2025-08-21 - 6:28:49 PM GMT

Email viewed by Brian Hall (hallbm@pwcs.edu)
2025-08-21 - 6:38:06 PM GMT- IP address: 104.47.70.126

Document e-signed by Brian Hall (hallbm@pwcs.edu)
Signature Date: 2025-08-21 - 6:38:35 PM GMT - Time Source: server- IP address: 204.122.110.142

Agreement completed.
2025-08-21 - 6:38:35 PM GMT

Renewal 3 - R-TC-17006 - Amazon - vendor signed

Final Audit Report 2025-09-09

Created:	2025-09-08
By:	Angela Baker (BAKERAX@pwcs.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7xgVXblBEs9sOMCCmhetKUrGrlEFJV05

"Renewal 3 - R-TC-17006 - Amazon - vendor signed" History

Document created by Angela Baker (BAKERAX@pwcs.edu)
2025-09-08 - 2:40:48 PM GMT- IP address: 204.122.110.142

Document emailed to Brian Burtner (burtneba@pwcs.edu) for signature
2025-09-08 - 2:41:20 PM GMT

Email viewed by Brian Burtner (burtneba@pwcs.edu)
2025-09-09 - 2:49:30 PM GMT- IP address: 204.122.110.162

Document e-signed by Brian Burtner (burtneba@pwcs.edu)
Signature Date: 2025-09-09 - 2:49:58 PM GMT - Time Source: server- IP address: 204.122.110.162

Agreement completed.
2025-09-09 - 2:49:58 PM GMT

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT NUMBER: R-TC-17006

This Contract entered into this 19th day of January 2017 by, ***Amazon Services, LLC, Amazon Business, 325 9th Avenue N., Seattle, WA 98109,*** *hereinafter referred to as the "Contractor" and* ***Prince William County School Board, P.O. Box 389, Manassas, VA 20108****, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".*

WITNESSETH *that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:*

1. **SCOPE OF CONTRACT**: Contractor shall provide an On-Line Marketplace for the Purchase of Products and Services in accordance with the Statement of Needs, General Terms and Conditions and Special Terms and Conditions stated herein.

2. **CONTRACT DOCUMENTS**: The contract documents shall consist of the following:

   2.1. This signed Contract document;

   2.2. Memorandum of Negotiations dated January 19, 2017.

3. **CONTRACT TERM AND RENEWAL:**

   3.1. The initial term of this contract shall be from the date of award, January 19, 2017 to January 18, 2022, with the option to renew for three (3) additional two (2)-one-year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.

4. **CONTRACT ADMINISTRATOR/PROJECT MANAGER**: The following PWCS employees are identified to use all powers under the contract to enforce its faithful performance:

   4.1. CONTRACT ADMINISTRATOR: As the Contract Administrator, the following individual, or his/her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

LEGAL

4.2. PROJECT MANAGER: The following individuals shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:

5. **TIME OF PERFORMANCE**: In accordance with Contractor's proposal, Section 4.2.2. and 5.3.2.

6. **PRICING:** In accordance with Contractor's proposal, Section 4.2.1.

7. **PAYMENT TERMS**: In accordance with Contractor's proposal, Section 5.3.6.

Prince William County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR:

Prentis B. Wilson Jr.
Authorized Signature

Prentis B. Wilson, Jr.
Type Name

Vice President
Title

Jan 27, 2017
Date

PURCHASING AGENCY:

Jim Totty
Authorized Signature

Jim Totty, CPPO, C.P.M.
Type Name

Supervisor of Purchasing
Title

1-31-17
Date

LEGAL

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

MEMORANDUM OF NEGOTIATIONS
R-TC-17006
Dated: January 19, 2017

Prince William County Schools (hereinafter called PWCS) and Amazon Services, LLC (hereinafter called the Contractor) hereby agree to the following in the execution of Contract R-TC-17006 for On-Line Marketplace for the Purchases of Products and Services. The final Contract contains the following documents listed in the order of precedence:

a. Contractor's proposal dated October 14, 2016;
b. Contractor's response to Clarification Questions dated October 31, 2016, attached;
c. PWCS's Request for Proposal, R-TC-17006 and all Addendum #1;
d. Contractor's Business Accounts Terms and Conditions (currently available at https://www.amazon.com/gp/help/customer/display.html?nodeId=201613180), attached;
e. PWCS's General Terms and Conditions, Section 11 (RFP – Revised 12/16/16), attached;
f. This Memorandum of Negotiations;
g. Any subsequent modifications to the Contract.

1. The contract term shall remain as originally issued in the RFP, as follows:

   9.1. The initial term of this contract shall be five years (5) from **the date of award to December 30, 2021**, with the option to renew for three-two (2) year periods, upon mutual written consent of the parties to the contract.

2. Amazon Whispercast is not being offered upon award but will remain in scope for future offerings by the Contractor. In addition, all new Amazon business opportunities may be modified to the Contract by mutual agreement between the Contractor and PWCS.

LEGAL

3. The following provision is added to PWCS Special Terms and Conditions:

10.7 NOTICE OF DEFERRAL UNDER FEDERAL GRANT UNIFORM GUIDANCE: As permitted under the rule published at 80 FR 54407, Prince William County Schools is electing to defer until July 1, 2017, the implementation of the procurement provisions of the Uniform Guidance, as detailed in 2 CFR 200 subsections .317 through .326. During this period, we will continue to operate under the guidance of 44 C.F.R. § 13.36(a)-(i) (States, Local and Tribal governments) and 2 C.F.R. 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits). This provision shall constitute the documentation of this decision as required, and shall be deemed incorporated into our internal procurement policies.

4. Contractor's response to Clarification Questions dated October 31, 2016, Question #1: The State of Iowa is hereby removed as an excluded state and allowed use of the Master Agreement award.

ACCEPTED BY:

Contractor Authorized Signature — Date: Jan 27, 2017

Title: Vice President

Jim Totty, C.P.M., CPPO
Supervisor of Purchasing — Date: 1/31/17

Consent Agenda
9.10.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Hamid Nikvan, NMB Water Director
VIA:	Darvin Williams, City Manager
DATE:	February 17, 2026

RE: Resolution No. R2026-19 Approving a Task Order for Professional Engineering Services for the Corona Del Mar Phase 3 Sewer Improvements (Hamid Nikvan, NMB Water 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 CORONA DEL MAR PHASE 3 SEWER IMPROVEMENTS, IN AN AMOUNT NOT TO EXCEED $180,300.00 WITH CHEN MOORE & ASSOCIATES, INC. UNDER THE "CONTINUING SERVICES AGREEMENT" FOR PROFESSIONAL CONSULTING SERVICES; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, on July 21, 2020, the City Commission approved Resolution R2020-62 for RFQ-19-082-MC "Continuing Services Agreement for Architectural/Engineering, Landscape Architect and Surveying Services," and subsequently executed agreements with the ranked firms that met the qualifications and provided firm pricing under the solicitation specifications, including an agreement with Chen Moore & Associates, Inc. *("Chen Moore")* on December 21, 2020; and

WHEREAS, pursuant to Resolution R2022-98, the City Commission approved RFQ-22-018-MC "Acquisition of Professional Architectural & Engineering Services," authorizing existing contracts under RFQ-19-082-MC to be co-termed with the latest agreement through September 30, 2027*("Continuing Services Agreement")*; and

WHEREAS, the City of North Miami Beach is seeking to advance the Corona Del Mar Phase IA Sewer Improvements Project by authorizing professional engineering services from Chen Moore and Associates to design, permit, and support the extension of sanitary sewer infrastructure, including new gravity sewer mains, lateral connections, and a grinder station, in order to connect properties currently unserved or reliant on septic systems to the existing low-pressure sewer system; and

WHEREAS, these improvements will enhance public health and environmental protection, increase system capacity and reliability, reduce long-term maintenance burdens, improve neighborhood infrastructure resiliency, and support the City's ongoing efforts to modernize utility services and expand sewer service availability to underserved properties.; 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 Chen Moore in an amount not to exceed $180,300.00 for the Corona del Mar Phase 3 Sewer Improvements; 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 Chen Moore and execute a purchase order in a budgeted amount not to exceed $180,300.00 for the Corona del Mar Phase 3 Sewer Improvements.

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 Chen Moore & Associates, Inc. in an amount not to exceed $180,300.00 for the for the Corona del Mar Phase 3 Sewer Improvements, in substantially the form attached as Exhibit "A," is approved and the City Manager or designee is authorized to issue a purchase order and execute the Task Order on behalf of the City.

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

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

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

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **17th day of February 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 COMMISSION
STAFF REPORT

DEPARTMENT: NMB Water - Utilities Department

AGENDA TITLE: **Resolution Approving a Task Order issued to Chen Moore and Associates, Inc. in an Estimated Budgeted Amount of $180,300 for Professional Services for the Corona Del Mar Neighborhood Sanitary Sewer System.**

CITY MANAGER RECOMMENDATION:

The City Manager recommends approval and authorization of Task Order No. 1 issued to Chen Moore and Associates, Inc. (CMA) for $180,300 to design & permit the expansion of the Corona Del Mar Neighborhood Sanitary Sewer System.

Chen Moore & Associates is one of the consultants approved by the City Commission under Agreement No. RFQ-19-082-MC for Professional Services, meeting the requirements of Florida Statute (FS) 287.055, known as the Consultants' Competitive Negotiation Act (CCNA). Pursuant to FS 287.055(2)(g), a consultant selected through the CCNA process can be awarded a continuing contract for studies not exceeding $500,000 without additional competition. CMA's expertise in water/wastewater engineering and prior work with NMB Water, including the design of Corona Del Mar Phase 1 Low Pressure Sewer System project, makes them well-suited to deliver this CIP. The negotiated price of $180,300 is deemed fair and reasonable by staff.

BACKGROUND OF ITEM:

NMB Water desires to expand its sanitary sewer system in the Corona Del Mar Neighborhood, where we have recently completed the construction of a pump station & collection system to a portion of the area. This Final Phase completes the installation of conventional gravity sanitary sewer system to the neighborhood, particularly the properties fronting NE 163 Street between NE 18 Avenue and NE 21 Avenue.

This Task Order will include:

- Provide Design and Construction Phase documents
- Permitting Services with local agencies
- Bid and Awards support services
- Limited construction administration support services

ALTERNATIVES:

Staff strongly recommends this Improvement project as the alternative is to do nothing and the properties fronting NE 163 Street only option will be to connect to the City low pressure sewer system, which requires expensive grinder pump station which are costly to the property owners to install and long term to maintain. This improvement aligns with NMB's long-term infrastructure and financial planning objectives.

FISCAL IMPACT:

There is sufficient funding available in the Sewer Utility Operating Fund to address the funding needs for this request.

General Ledger Acct. Number	Budgeted Amount	Available Amount	Available After Budget Transfer	New Request Amount	Remaining Amount
450910-535631	$2,950,000	$4,400,000	N/A	$180,300	$4,219,700

ATTACHMENTS:

1. Exhibit A – Task Order No. 1 and Statement of Work

EXHIBIT A

3150 SW 38th Avenue, Suite 950
Miami, FL 33146
Office: +1 (786) 497-1500

TASK ORDER

January 12, 2024 (Revised 12/15/25)

SENT VIA E-MAIL (Karim.Rossy@citynmb.com)

Mr. Karim Rossy
Public Services Department – NMB Water
City of North Miami Beach
17050 NE 19th Avenue
North Miami Beach, FL 33162

Subject: **City of North Miami Beach – Corona Del Mar – Phase IA – Sewer Improvements**
CMA Proposal No. 23-0083.P0001.010 R4

Dear Mr. Rossy:

Chen Moore and Associates (CMA) is pleased to submit the attached Agreement for Professional Services and Scope of Services to assist your team with the civil engineering services for the above-referenced project.

PROJECT INTRODUCTION

It is CMA's understanding that the City of North Miami Beach (NMB Water) has experienced some difficulties in getting most of the properties intended to connect to the existing Corona del Mar low-pressure sewer system, installed several years ago. As a result, NMB Water has asked CMA to prepare design documents to extend the recently installed gravity sewer system to the south, northward in an attempt to provide gravity sewer laterals (wherever possible) to connect these properties to this existing system.

CMA shall provide the civil engineering and a topographic survey update to design, permit, and periodically observe the construction of these improvements per the request of NMB. The following proposal shall address this request and include the requisite services.

PROJECT STAFFING

Our staff and team are ready and prepared to work on this project. Chen Moore staff project roles shall be as follows:

Principal – Peter Moore, P.E. – President and CEO
Project Director – Jose Acosta, P.E. – Executive Vice President
Senior Project Manager / Principal Engineer – Gregory A. Mendez, P.E.
Associate Engineer – Arnaldo Roman, E.I.
Designer – Andres Aristazabal
Construction Specialist – Jose McCray

Subconsultants:
Longitude Surveyors – Topographic Survey
Smith Engineering Consultants, Inc. – Electrical Engineering

3150 SW 38th Avenue, Suite 950
Miami, FL 33146
Office: +1 (786) 497-1500

chen moore and associates

SCOPE OF SERVICES

Provide Design, Construction Documents (Plans, Technical Specifications and Construction Cost Estimate), Permitting, Bid & Award Support Services and Limited Construction Administration Support services for new sanitary sewer main extensions with lateral services, to connect the properties not currently connected or currently paid to connect to the existing low-pressure sewer system, as follows:

Project Limits:

- NE 18th Avenue, from NE 163rd Street, south to the existing sanitary sewer manhole at NE 162nd Street.
- NE 18th Court, from NE 163rd Street, south for approximately 230 LF to the existing sanitary sewer manhole.
- NE 18th Place, from NE 163rd Street, south for approximately 230 LF to the existing sanitary sewer manhole.
- NE 19th Court, from NE 163rd Street, south for approximately 255 LF to the existing sanitary sewer manhole.
- NE 19th place, from NE 163rd Street, south for approximately 270 LF to the existing sanitary sewer manhole.
- Approximately 135 LF of the existing alley behind LBU Lighting (1974 NE 163rd Street), west of NE 19th Place.
- NE 162nd Street, from NE 19th Place, east for approximately 630 LF.

Additionally, an ABS grinder station with electrical service from the property owner's existing electrical meter at 1850 NE 163rd Street shall be designed and connected to the existing low-pressure sewer force main on NE 163rd Street.

Task 1 – Site Reconnaissance and Data Gathering

- Consultant shall obtain a Sunshine One Call of Florida design ticket to identify existing utilities within the project area.
- Consultant shall coordinate with utilities identified in the design ticket to obtain as-built plans, GIS maps, and/or other available information for existing utilities in the project area.
- Consultant shall perform a site visit to observe and document existing conditions of the project area.
- Through our subconsultant, we shall complete a topographic survey update of the project area with the following scope:
    - Limits as described in the project scope above.
    - Identification of boundary information (ROW lines, centerlines, easements, etc.).
    - Updated Topographic information shall include:
        - Identification of all above ground features including but not limited to septic tanks, cleanouts, curbs, roads, driveways (including material), manholes, inlets, pull boxes, striping, poles, sidewalks, lights, signs, valves, building walls, trees, vegetation, and above ground utilities.
        - Labeling of all house numbers/folios/easements/dedications.
        - Spot elevations in NGVD 29 datum at a maximum 50-foot grid with additional elevations to identify all grade changes and features of interest. Spot elevations along roads shall identify inverted crown of road, edge of pavement, back of curb, driveway at ROW line, toe of slope, top of bank, etc.

3150 SW 38th Avenue, Suite 950
Miami, FL 33146
Office: +1 (786) 497-1500

chen moore and associates

  - Rim elevations, invert elevation, invert direction, invert material, invert diameter, and bottom of structure elevations for all sanitary sewer and stormwater manholes and inlets.
  - Existing roadway striping and street signs type labels.
  - Topographic survey information for the area extending 10-ft beyond the ROW where feasible.
- Consultant shall review other surveys and as-builts from local utilities and field verify locations as applicable.

Task 2 – Construction Documents

50% Design

- Consultant shall attend up to two (2) meetings with the Client; additional meetings beyond this number shall be performed on an hourly basis at the written direction of the Client.
- Investigation of the existing gravity system, receiving pump station and existing low pressure sewer system (on NE 163rd Street) to determine capacities for proposed additional contributing properties. Potential pump/Impeller upgrades to the existing receiving pump station, as needed, shall be studied.
- Identification of Pavement Repair or Pavement Reconstruction Requirements and Proposed Pavement Resurfacing Limits where driveways or roadways are to be impacted by construction (as applicable).
- Clearly Identify Utility Conflicts, existing utilities locations and Document Information.
- Cover Sheet, Table of Contents, Standard Details, Project Location, Legend Symbols, Plan and Details, etc.
- Preliminary Proposed Horizontal Alignment (Plan View, profiles and Details)
- Location of Existing and Proposed utilities (on Plan View)
- Design Schedule Update (as appropriate)
- Attend Submittal Review Meeting as required and Prepare Meeting Minutes
- Consultant shall engage in close coordination with the client to ensure project criteria is met.
- Consultant shall prepare 50% Construction Document level plans which are anticipated to include existing conditions and demolition, gravity sewer alignment, lateral locations, pump station improvements (if applicable), pavement restoration areas and preliminary details for the purpose of Client review.
- Consultant shall generate a preliminary Engineer's Opinion of Probable Construction Cost for the proposed improvements.

<u>Deliverables:</u>

- 50% Construction Documents, in both electronic (CAD and .pdf) and hard copy formats (11"x17" and 24"x36")
- Topograhic Survey, in both electronic (CAD and .pdf) and hard copy formats (11"x17" and 24"x36")
- Utility Matrix, in electronic (.pdf) format
- Preliminary Engineer's Opinion of Probable Cost, in electronic (.pdf) format
- Updated design schedule, in electronic (.pdf) format

90% Design

3150 SW 38th Avenue, Suite 950
Miami, FL 33146
Office: +1 (786) 497-1500

- Consultant shall attend up to two (2) meetings with the Client; additional meetings beyond this number shall be performed on an hourly basis at the written direction of the Client.
- Consultant shall review and implement comments received on 50% Construction Documents design submittal.
- Consultant shall prepare 90% Construction Document level plans which are anticipated to include existing conditions and demolition, gravity sewer plan and profiles, lateral locations, receiving pump station improvements (if applicable), ABD grinder station, pavement restoration areas, details, and stormwater pollution prevention plans with associated notes for the purpose of Client review.
- Consultant shall update the Engineer's Opinion of Probable Construction Cost for the proposed improvements based on the design development.

Deliverables:

- 90% Construction Documents, in both electronic (CAD and .pdf) and hard copy formats (11"x17" and 24"x36")
- Updated Engineer's Opinion of Probable Cost, in electronic (.pdf) format
- Updated design schedule, in electronic (.pdf) format

100% Design (Bid Set)

- Include Comments from 90% Submittal Review
- Final Alignment (Horizontal Drawings and Vertical Details)
- All required notes and standard details
- Final Plan and profile drawings
- Design Schedule Update
- Attend (one) Submittal Review Meeting and Prepare Draft Meeting Minutes.
- Final Engineer's Opinion of Probable Cost
- Final technical specifications for the civil engineering design components for use during bidding, aside from what will be included in the design documents (as needed)
- Final general notes, recommending any minimum requirements for a site contractor.

Deliverables:

- 100% Construction Documents (Bid Set), in both electronic (CAD and .pdf) and hard copy formats (11"x17" and 24"x36")
- Final Engineer's Opinion of Probable Cost, in electronic (.pdf) format
- Updated design schedule, in electronic (.pdf) format

Task 3 – Government Permitting Assistance

- Consultant shall prepare and submit dry run permit applications related to civil engineering. The agencies having jurisdiction (AHJ) of requiring government permitting are anticipated to be:
  - City of North Miami Beach Public Works Department
  - City of North Miami Beach Water
  - Miami-Dade County Water & Sewer Department (M-D WASD)
  - Miami-Dade County – Regulatory Environmental Resource (RER) - (as necessary)
  - Florida Department of Environmental Protection (FDEP)
- Consultant shall review and respond AHJ comments and revise plans, as applicable.

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- Additional AHJ submittals are not anticipated for civil engineering. If required, they may be performed via an additional service agreement.
- The approved plans shall be considered to be the final construction documents. Preparation of additional plan sets or Client-requested changes following approval of the permits listed above may be performed via an additional service agreement.

Task 4 – Bid & Award Support

- Consultant shall prepare responses to questions from bidders for the scope of work in this proposal.
- Consultant shall review bids and respond to contractor questions on the work.
- This task includes up to two (2) meetings with the Client and/or Bidder.

Task 5 – Limited Construction Administration Support Services

- Preconstruction:
  - Consultant shall attend a pre-construction conference as arranged by the contractor.
  - Consultant shall review shop drawing submittals (a total of six submittal package reviews are included).
- Construction Observation:
  - Consultant shall review and respond to Contractor RFIs.
  - Consultant shall perform up to twelve (12) field visits for the purpose of observing the installation of the project, including the preparation of a daily report of construction.
  - Additional visits beyond this number shall be performed on an hourly basis at the written direction of the Client.
- Certification and Closeout
  - Consultant shall attend up to one (1) substantial completion walkthrough for the purpose of generating a closeout punch list.
  - Consultant shall review Contractor-provided signed and sealed as-builts.
  - Consultant shall attend up to one (1) final walkthrough for the purpose of verifying closeout punch list items have been addressed.
  - Consultant shall sign and submit certifications of completion of civil engineering components, as required.

The basis for the above scope of services and associated fee(s) are based on the following:

- Project shall be completed in one phase.
- Investigation and design of offsite facilities and improvements are only included as directly related to the base scope of services of this project.
- The Project is in the City of North Miami Beach, Florida.
- No environmental exploration, engineering or permitting of any kind is included in this proposal.
- The City of North Miami Beach shall assist with any site visits or meetings as required for the successful completion of this project, as required.
- Site and street lighting, landscape architecture, structural engineering, irrigation design, and environmental engineering services are not included in this proposal.
- Pump station improvements are limited to potential pump/impeller replacements and the

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proposed grinder station at 1850 NE 163rd Street.

- This proposal assumes no improvements to the existing force main or pump station electrical panels or telemetry (SCADA) are required.
- It is assumed that there are no environmental concerns within the subject project area.
- Contractor to obtain any necessary NPDES NOI permits.
- Contractor to prepare Maintenance of Traffic (MOT) plans and submit for MOT permits from the necessary regulatory agencies.
- Contractor to prepare any dewatering plans and obtain dewatering permits as necessary to construct the project.
- Contractor to obtain right-of-way permits for the necessary regulatory agencies for construction.
- Contractor shall submit "rock" as-builts prior to installing pavement surface.
- Contractor shall provide as-builts signed and sealed by a Florida licensed professional surveyor and mapper for consultant review prior to construction close-out.
- Proposal assumes attendance to limited field meetings and inspections. Attendance to regular owner/contractor meetings during construction shall be rendered as an additional service.
- Plan revisions required by permitting authorities after issuance of permit/during construction are not included. If required, such revisions shall be performed on an hourly basis.
- Should existing franchise utilities (such as FPL, telecom, and natural gas) require relocation, Consultant shall identify said relocation on contract documents. The relocation effort shall be identified by CMA, but the actual relocation shall be the responsibility of the contractor.
- Consultant shall make every attempt to provide a lateral to every intended property and may require an easement (to be coordinated by NMB Water).
- A line item to instruct the contractor to include the private side lateral connections and septic tank abandonments, including payment of impact and permit fees, shall be included and added to the bid tab. It is understood that the imp[act and permit fees cannot be precisely determined at this time, thus an allowance will be appropriate for that item. It is anticipated that all connections shall be made at the same time (together).
- CMA shall utilize the geotechnical report prepared with the Corona Del Mar Phase I Low Pressure Sewer project previously.

Information to be provided by the Client:

- Filing and permit application fees, review fees, impact fees or any other associated assessments by other governments/agencies shall be paid for by CMA via the reimbursables allowance and shall be invoiced to the City with respective receipts/proof of payments.
- Copies of all relevant data, including correspondence, pump station reports, plans or information in Client's possession which may be beneficial to the work effort performed by Consultant. Some of these items may have already been provided to CMA by NMB Water.
- An official City Purchase Order (P.O.) and Notice to Proceed (NTP) for this work.

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SCHEDULE AND FEES

Consultant shall schedule work upon receipt of purchase order and official notice to proceed (NTP) for this project. Per discussions with your team, the goal is to start immediately upon official authorization from the City. The anticipated durations of each task are shown in the table below.

TASK	DESCRIPTION	DURATION
Task 1	Site Reconnaissance & Data Gathering	6 Weeks*
	Topographic survey update	4 Weeks*
Task 2	Construction Documents	
	50% Design	6 Weeks
	Client/Owner Review	*2 Weeks*
	90% Design	4 Weeks
	Client/Owner Review	*2 Weeks*
	100% Design	3 Weeks
Task 3	Government Permitting Assistance	12 Weeks**
Task 4	Bid and Award Support	12 Weeks**
Task 5	Limited Construction Administration	16 Weeks**
	Total:	63 Weeks

**Topographic survey update shall be performed during Task 1.*
*** Permitting, Bid & Award Support and construction durations shown above are estimated and may vary due to factors beyond CMA's control.*

The total lump sum fee for this project will be divided as follows:

Task(s)	Task Description	Lump Sum Fees
Task 1	Site Reconnaissance & Data Gathering	$13,370.00
Task 2	Construction Documents	$68,940.00
Task 3	Government Permitting Assistance	$17,700.00
Task 4	Bid and Award Support	$8,450.00
Task 5	Limited Construction Administration Support Services	$33,340.00
	SUBTOTAL	**$141,800.00**
	Reimbursables Allowance	$10,000.00
	Topographic Survey Update – Longitude Surveyors	$16,500.00
	Electrical Engineering – Smith Engineering Consultants, Inc.	$12,000.00
	PROJECT TOTAL	**$180,300.00**

Reimbursable expenses for mileage and report preparation have been included in the lump sum fees noted above. Additional reimbursable expenses requested by the Client outside of the items for the tasks above, including delivery of additional copies of items shall be invoiced as defined in our Professional Services Agreement for General Engineering Services.

This proposal is based on our understanding of the requirements for civil and electrical engineering and surveying services as itemized under the anticipated tasks listed above. Accordingly, we reserve the right to modify this proposal due to any changes in scope.

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Miami, FL 33146
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Should you have any questions, please do not hesitate to contact me at my office at +1 (786) 497-1500, Ext. 1125, my cell phone at +1 (305) 562-4789 or send me an electronic message at gmendez@chenmoore.com.

Respectfully submitted,



CHEN MOORE AND ASSOCIATES
Gregory Mendez, P.E.
Principal Engineer / Office Leader Miami

Accepted by: City of North Miami Beach

By:

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Cc: Jose L. Acosta, P.E., F. ASCE, Chen Moore and Associates

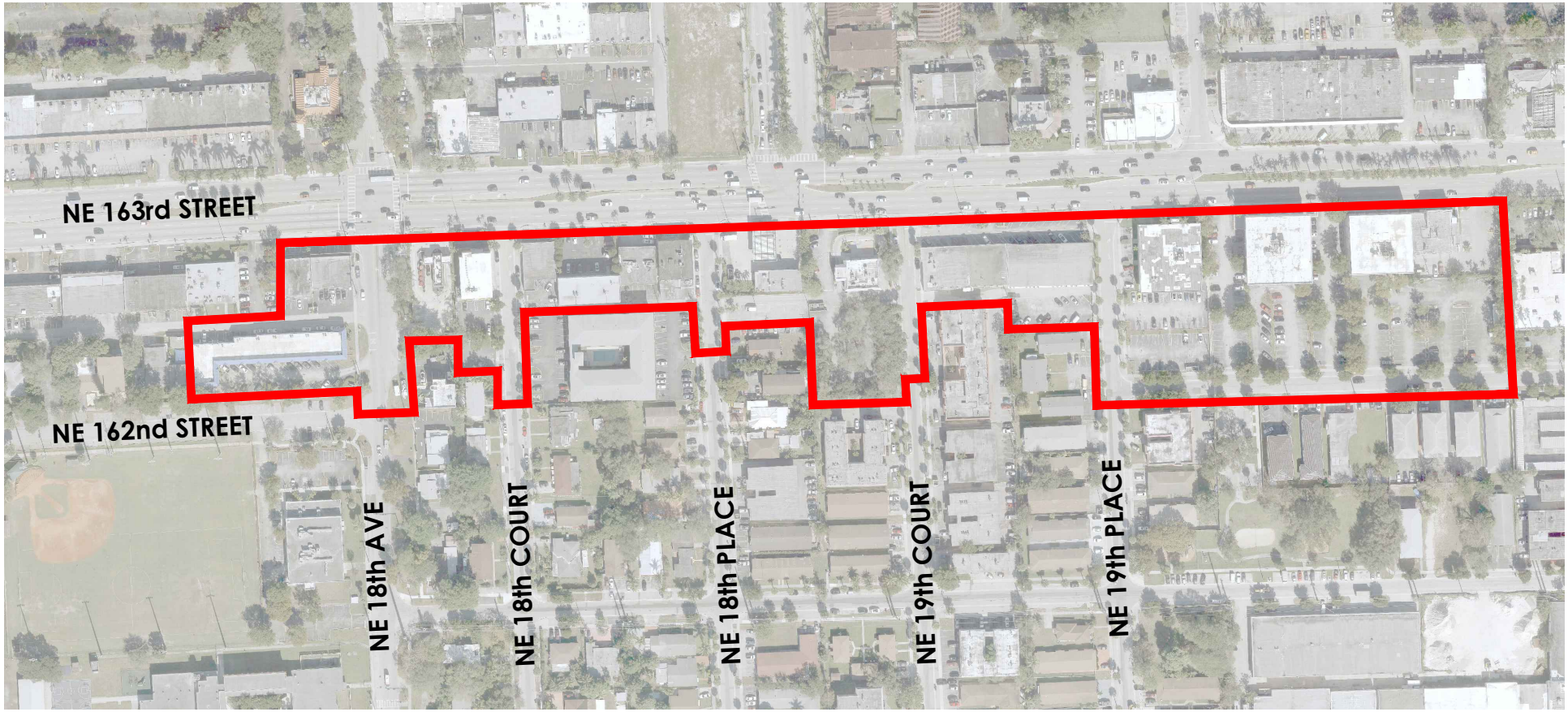
Attachments: Approximate Project Area Exhibit

Plot Date: 5:15 PM Username: aroman Layout Name: Layout1
Folder Path: C:\Users\aroman\OneDrive – Chen Moore\Desktop\miscellaneous\Corona Del Mar Filename: Project Location Map.dwg

GRAPHIC SCALE

0 125 250 500

1 INCH = 250 FEET



cma
chen moore and associates
500 West Cypress Creek Road
Suite 600
Ft. Lauderdale, FL 33309
954.730.0707
www.chenmoore.com

APPROXIMATE PROJECT LOCATION

Consent Agenda
9.11.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Hamid Nikvan, NMB Water Director
VIA:	Darvin Williams, City Manager
DATE:	February 17, 2026

RE: Resolution No. R2026-20 Approving Purchase Order for the Purchase and Installation of Workstations Through a Piggyback Contract with Your Office, Inc. (Hamid Nikvan, NMB Water Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

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 FOR THE PURCHASE AND INSTALLATION OF WORKSTATIONS THROUGH A PIGGYBACK CONTRACT WITH YOUR OFFICE, INC.; IN A BUDGETED AMOUNT NOT TO EXCEED $90,000; 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, State of Florida awarded Contract No.56120000-24-NY-ACS *Furniture, All Types* to multiple vendors effective December 5, 2023, through December 1, 2028 *("Piggyback Contract")*; and

WHEREAS, the City of North Miami Beach Water Department's Customer Service Division operates in a high-volume environment that requires efficient workflow, clear communication, and safe, ergonomic workstations. The existing office furniture has exceeded its useful life, is structurally unstable, and no longer supports operational needs, contributing to increased noise, reduced call clarity, and potential safety concerns; and

WHEREAS, replacing the outdated furniture with modern, modular workstations will improve acoustic separation, enhance communication quality, increase employee productivity, strengthen customer service performance, reduce workplace safety risks, and support a more efficient, organized work environment.

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 through the Piggyback Contract in a budgeted amount not to exceed $90,000 to purchase and install workstations with Your Office, Inc for the NMB Water Department; and

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

to a Purchase Order through the Piggyback Contract in a budgeted amount not to exceed $90,000 for the purchase and installation of workstation with Your Office, Inc.

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

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

Section 2. The Piggyback Contract with Your Office, Inc. in substantially the form attached as Exhibit "A", for a budgeted amount not to exceed $90,000 to purchase and install workstations for NMB Water Department, subject to budget appropriation and availability of funds is hereby approved.

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

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

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

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

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

[THE REMAINDER OF THIS INTENTIONALLY LEFT BLANK]

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

Commission Agenda Staff Report

Date: February 17, 2026
Resolution No.: 2026-XX
To: Mayor and City Commission
From: Darvin Williams, City Manager
Prepared By: Shereece George Depusoir, Chief Procurement Officer
Hamid Nikvan, NMB Water Director

Agenda Title: Resolution Approving Purchase Order with Your Office, Inc for the Purchase & Installation of Workstations in an Amount Not to Exceed $90,000.00

Background

The Customer Service Division of NMB Water operates in a high-volume environment that requires efficient workflow, clear communication, and workstations that support staff performance. The existing office furniture has exceeded its useful life and no longer meets the operational needs of the division. Several workstations are structurally unstable, lack proper ergonomic support, and do not provide adequate separation for staff—particularly for the phone team, whose duties require minimized background noise and consistent call clarity.

Analysis:
The funding is necessary to replace outdated and inadequate office furniture with updated, modular workstations designed to improve functionality, communication quality, and operational efficiency.

This request is not driven by aesthetics; it is based on **performance, safety, and customer service considerations**. The current furniture layout and condition impede the division's ability to meet service expectations. The upgraded workstations will:

- **Improve Communication & Reduce Background Noise:** The Customer Service phone team handles a high call volume daily. The current open configuration lacks sufficient acoustic separation, causing echoing and cross-talk. This affects call quality and forces representatives to repeat information to customers. New modular furniture will better isolate work areas and provide improved sound-absorbing panels, resulting in clearer communication and more efficient call handling.
- **Increase Employee Efficiency & Productivity:** Updated workstations provide proper ergonomics, storage, and layout flexibility. This supports sustained productivity, reduces physical strain, and enhances coordination between the phone team, customer service staff, billing, and supervisors.
- **Strengthen Customer Service Quality:** A quieter and better-organized workspace reduces errors, shortens call times, and improves the overall customer experience.
- **Enhance Safety & Compliance:** Some existing workstations are unstable, damaged, or not suited to current equipment

needs. Replacing them mitigates workplace safety risks and supports ADA-compliant configurations for staff and visitors.

- **Avoid Future Disruptions by Completing Work in One Comprehensive Phase:** Replacing all outdated workstations at once prevents prolonged disruptions and avoids piecemeal fixes that result in inconsistent layouts and additional costs.

This request is essential to ensure that the Customer Service Division operates safely, efficiently, and with the communication quality required to serve residents effectively. This upgrade directly supports staff performance, reduces noise interference, and strengthens the department's ability to provide responsive and accurate customer service.

Recommendation

The NMB Water 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 Your Office, Inc for a budgeted amount not to exceed $90,000.

Fiscal Impact

Funds are available in the improvements other than building account 510916-533630.

General Ledger Acct. Number	Budgeted Amount	Available Amount	Available After Budget Transfer	New Request Amount	Remaining Amount
510916-533630	$90,000	$90,000	N/A	$90,000	$0.00

EXHIBIT A

PROCUREMENT MANAGEMENT DEPARTMENT

TO: City Manager

VIA: Chief Procurement Officer

FROM: Hamid Nikvan — Director

NMB Water — Title/Department

Signature

Date

RE: Customer Service Furniture, Installation and related services

Fiscal Amount not to Exceed: $ $90,000

Vendor # 523563

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

The purpose of this requisition is to urgently request the purchase of new office furniture for the Customer Service Water Department. Our current furniture is outdated and does not reflect the professional image the City strives to maintain. Upgrading the furniture will dramatically improve the appearance, comfort, and functionality of the office. In addition, this upgrade presents the opportunity to replace the carpet at the same time, ensuring a cohesive and refreshed look and feel throughout the entire workspace. contract # PB1705

Background:

The Customer Service Water Department has remained in the same condition without any upgrades for over ten years. While other City facilities have undergone significant improvements and upgrades, our office has been excluded from these enhancements. The current furniture is outdated, worn, and the carpet further detracts from the professional image the City is striving to present. As the front-facing department for our community, the appearance and comfort of our workspace directly influence the experiences of both employees and customers. Leaving our office in its current state does not reflect the progress and pride the City promotes.

Recommendation:

It is strongly recommended that the City authorize the immediate purchase of new office furniture and replacement of the carpet in the Customer Service Water Department by making this investment. The office will reflect the modern and upgraded image of the City, consistent with the new look of City Hall's lobby. Employees will enjoy a cleaner, more comfortable, and professional workspace, which will positively impact productivity and morale. Customers will encounter a welcoming, hygienic, and modern environment that aligns with the City's commitment to excellent service.

Fiscal Impact / Account Number(s):

510916-533630

Finance Director: _____ **Date** _____

Chief Procurement Officer: _____ **Date** _____
(Purchases/Contract up to $25,000.00)

City Manager: _____ **Date** _____
(Purchases/Contracts up to $50,000.00)

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

Your Office, Inc.

609 NW 28th Street
Wilton Manors, FL 33311

Quote

Date	Estimate #
9/24/2025	4680

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

Terms	Project
Net 30	

Item	Description	Qty	Rate	Amount	Markup	Total
State of Florida	State of Florida Contract 56120000-24-NY-ACS discounts have been applied	1	0.00	0.00		0.00
TAGGING	Area A	1	0.00	0.00		0.00T
4600C	AIS Devens Series Task Chair	4	1,117.00	4,468.00	-67.80%	1,438.70
Calibrate	AIS Calibrate Series laminate products	1	13,880.00	13,880.00	-81.50%	2,567.80
Divi	AIS Divi Series workstation products	1	43,586.00	43,586.00	-81.25%	8,172.37
TAGGING	Area B	1	0.00	0.00		0.00T
4600C	AIS Devens Series Task Chair	4	1,117.00	4,468.00	-67.80%	1,438.70
Divi	AIS Divi Series workstation products	1	69,558.00	69,558.00	-81.25%	13,042.12
TAGGING	Area C	1	0.00	0.00		0.00T
4600C	AIS Devens Series Task Chair	2	1,117.00	2,234.00	-67.80%	719.35
Divi	AIS Divi Series workstation products	1	12,060.00	12,060.00	-81.25%	2,261.25
TAGGING	Area C	1	0.00	0.00		0.00T
4600C	AIS Devens Series Task Chair	8	1,117.00	8,936.00	-67.80%	2,877.39
Divi	AIS Divi Series workstation products	1	108,147.00	108,147.00	-81.25%	20,277.56
Calibrate	AIS Calibrate Series laminate products	1	3,702.00	3,702.00	-81.50%	684.87
LCHC1	AIS Chic Club Chair	2	2,116.00	4,232.00	-54.00%	1,946.72
TAGGING	Ernesto's Office	1	0.00	0.00		0.00T
Calibrate	AIS Calibrate Series laminate products, table	1	18,129.00	18,129.00	-81.50%	3,353.86
TL-PRTB3	AIS Prisma 20" Side Table	1	1,330.00	1,330.00	-54.00%	611.80

	Subtotal
	Sales Tax (6.0%)
	Total

Signature

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

Your Office, Inc.

609 NW 28th Street
Wilton Manors, FL 33311

Quote

Date	Estimate #
9/24/2025	4680

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

Terms	Project
Net 30	

Item	Description	Qty	Rate	Amount	Markup	Total
4900C	AIS Natick Series Task Chair wth headrest	1	1,438.00	1,438.00	-67.80%	463.04
TAGGING	Breakroom	1	0.00	0.00		0.00T
3530CBU	AIS Pierce Series chair on casters	4	453.00	1,812.00	-67.80%	583.46
T-RCR30662...	AIS Conference Table with post legs 30 x 66	1	2,191.00	2,191.00	-81.50%	405.33
Caseworks	AIS Caseworks products	1	20,123.00	20,123.00	-70.00%	6,036.90
TAGGING	Printer Station	1	0.00	0.00		0.00T
Caseworks	AIS Caseworks products	1	22,573.00	22,573.00	-70.00%	6,771.90
Del/Install	Receive, deliver and install during normal business hours	1	8,395.00	8,395.00		8,395.00

Subtotal	$82,048.12
Sales Tax (6.0%)	$0.00
Total	$82,048.12

Signature _____

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

Your Office, Inc.

609 NW 28th Street
Wilton Manors, FL 33311

Quote

Date	Estimate #
9/29/2025	4733

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

Terms	Project
Net 30	

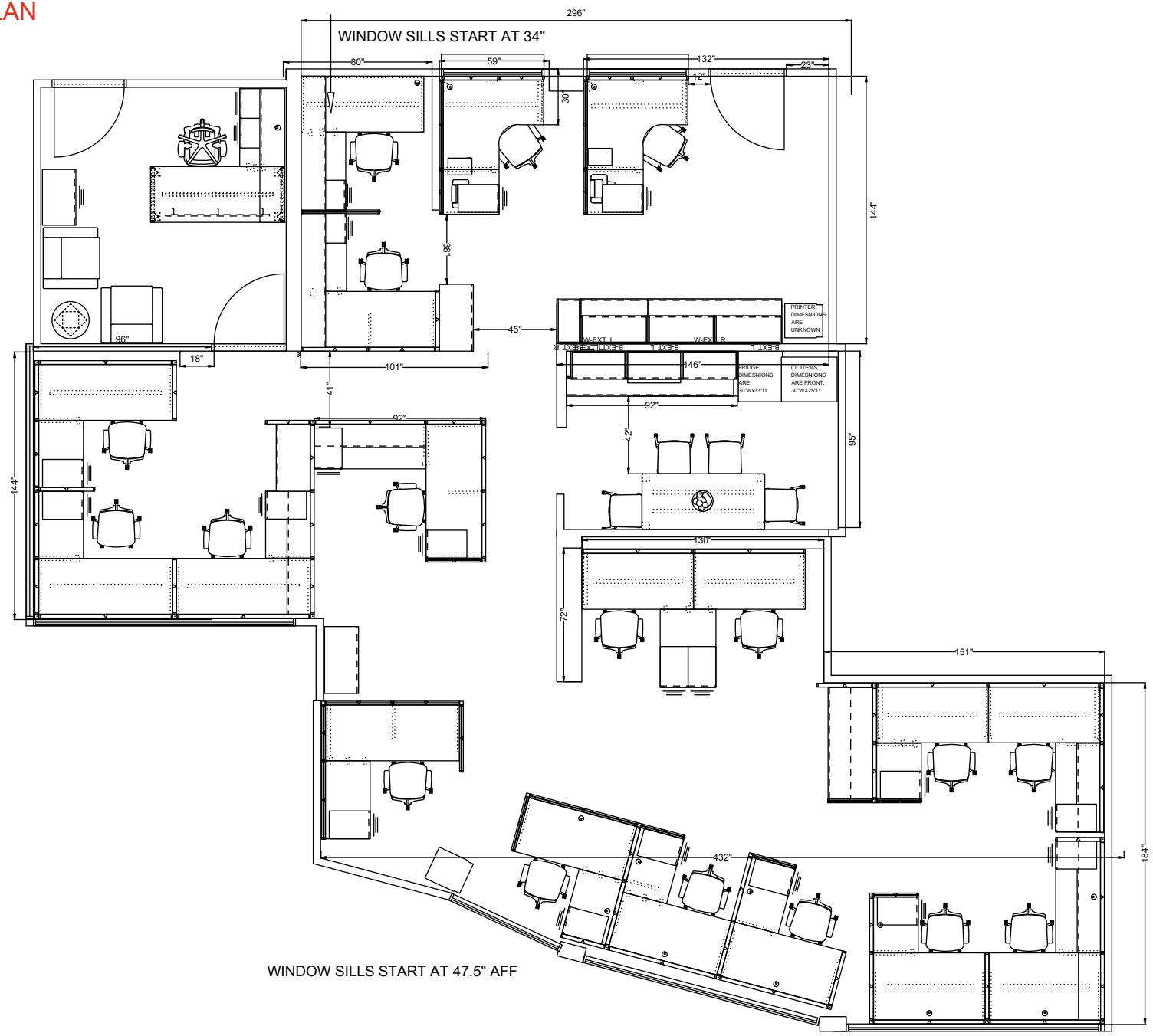
Item	Description	Qty	Rate	Amount	Markup	Total
Labor	Labor to disassemble, remove and dispose of existing furniture after normal hours	1	6,610.00	6,610.00		6,610.00

Subtotal	$6,610.00
Sales Tax (6.0%)	$0.00
Total	$6,610.00

Signature _____

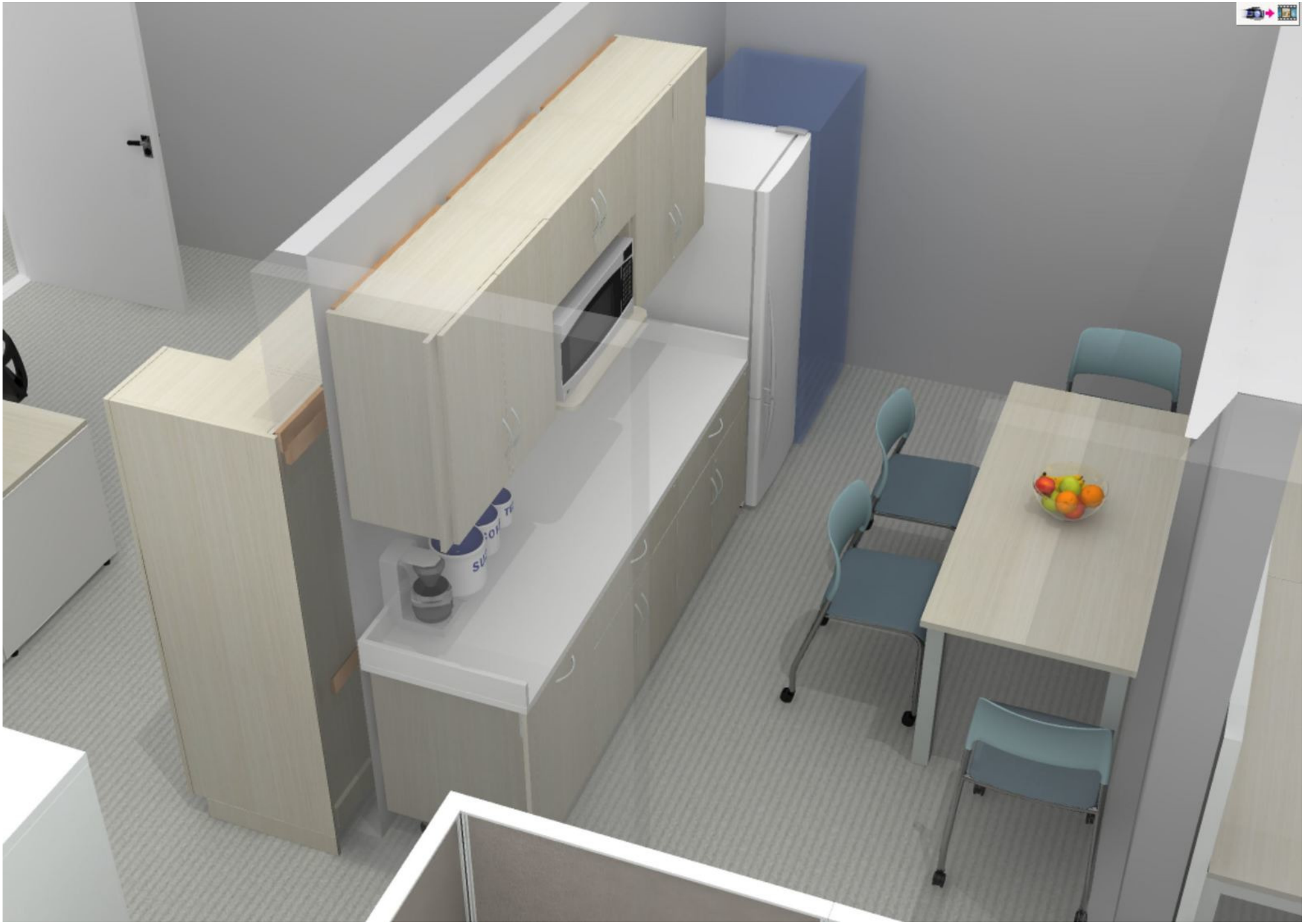
Phone #	Fax #	E-mail
954-530-0137	954-567-1439	yourofficefl@aol.com

REVISED FLOOR PLAN











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

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

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

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

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

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

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

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

1. **Term and Effective Date.**

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

2. **Order of Precedence.**

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

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

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

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

3. Purchases off this Contract.

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

4. Primary Contacts.

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

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

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5. Modifications.

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

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

JASPER SEATING COMPANY, INC.

DocuSigned by:
Amanda Keithley
795AA027087240D...

Amanda Keithley,
Contract Administrator

4/16/2024 | 10:48 AM PDT

Date:

DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:
Pedro Allende
C947139294934B5...

Pedro Allende, Secretary

4/22/2024 | 11:06 AM EDT

Date:

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

EXHIBIT A
ADDITIONAL SPECIAL CONTRACT CONDITIONS

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Contract except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.

B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.

C. All Contractor's Florida Resellers authorized to provide commodities under this ACS can be found on the Department's contract website. The Resellers are approved to provide sales and service support to State of Florida Customers. Contractors may request to add/delete Resellers to the ACS on a quarterly basis, by the 15th of each month listed: January, April, July, October of each year. Contractors must receive written approval from the Department prior to adding Resellers to this ACS.

D. Preferred Pricing: It is the responsibility of the Contractor to provide a completed Preferred Pricing Affidavit upon Contract execution and annually thereafter throughout the Contract term in accordance with the Special Contract Conditions.

E. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
   - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
   - Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
   - Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

F. Punchout Catalog and Electronic Invoicing.
The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products

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awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

G. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.

1) Contract Quarterly Sales Reports. The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and

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submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract.

2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

H. Financial Consequences: The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

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Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15th calendar day after the end of each month	$100 per day late

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.

I. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

   a. Contract compliance
   b. Contract savings (in dollar amount and cost avoidance)
   c. Spend reports by Customer
   d. Recommendations for improved compliance and performance

J. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their

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specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.
The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final

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order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

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6.10 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(6), F.A.C.

8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the

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public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.
The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

Special Contract Conditions additions: the following subsections are added to the Special Contract Conditions:

5.7 Foreign Country of Concern Attestation.

If the Contract or Customer's purchase order issued pursuant to this Contract grants the Contractor access to an individual's personal identifying information as defined in section 501.171, Florida Statutes, the Contractor must, prior to execution, extension, or renewal of this Contract or Customer purchase order, complete and submit to the applicable Governmental Entity the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at: http://www.flrules.org/Gateway/reference.asp?No=Ref-15958.

5.8 Common Carrier Attestation.

The Contractor as a Common Carrier, as defined in section 908.111, Florida Statutes, or contracted carrier must, prior to execution, amendment, or renewal of this Contract or Customer purchase order issued pursuant to this Contract, complete and submit to the applicable Governmental Entity the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at:
http://www.flrules.org/Gateway/reference.asp?No=Ref-14614.

This Contract or a Customer purchase order may be terminated if the Contractor is found to be in violation of the submitted attestation.

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12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

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Exhibit B

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

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SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

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SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

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3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

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Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

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AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

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Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

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Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

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6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

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All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

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The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

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

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

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responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

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The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

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SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department’s delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

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The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

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12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

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(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

Consent Agenda
9.12.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Tarik Rahmani, Chief Financial Officer
VIA:	Darvin Williams, City Manager
DATE:	February 17, 2026

RE: Resolution No. R2026-21 Approving and Authorizing a Purchase Order with Caballero & Fierman Llerena & Garcia, LLP for Financial Administration Support & Staff Augmentation Services (Tarik Rahmani, Chief Financial Officer)

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, APPROVING AND AUTHORIZING A PURCHASE ORDER WITH CABALLERO, FIERMAN, LLENERA & GARCIA, LLP., IN A BUDGETED AMOUNT NOT TO EXCEED $110,000.00 FOR FINANCIAL ADMINISTRATION SUPPORT & STAFF AUGMENTATION SERVICES; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS; PROVIDING FOR SEVERABILITY; SUBJECT TO THE BUDGET APPROPRIATION AND AVAILABILITY OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Section 3-4.5(f) of the City of North Miami Beach Code of Ordinances ("Code") provides that the City Commission may waive the formal bidding procedure; and

WHEREAS, Caballero, Fierman, Llerena & Garcia LLP ("CFLG") has extensive experience in municipal accounting, with a particular focus on the preparation of Annual Comprehensive Financial Reports (ACFR) and Annual Financial Reports (AFR) and has successfully rendered services to the City; and

WHEREAS, in efforts to help augment staffing shortages inclusive of a Finance Director and keeping with CFLG's keen knowledge and understanding of the City, Finance desires to utilize CFLG for financial administration support services; and

WHEREAS, the Procurement Management Department has conducted a Market Analysis per City Code Section 3.4-4 to determine the reasonability of the CFLG proposal; 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 needs to be presented to the Mayor and City Commission for approval; and

WHEREAS, the City Manager and Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to execute a Purchase Order to CFLG in a budgeted amount not to exceed $110,000.00; 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 Purchase Order to Caballero, Fierman, Llerena & Garcia LLP in a budgeted amount not to exceed $110,000.00 for the purchase of financial administration support & staff augmentation services.

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

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

Section 2. A Purchase Order for services outlined in substantially the form attached as Exhibit "A," for financial administration support & staff augmentation services with Caballero, Fierman, Llenera & Garcia, LLP., in a budgeted amount not to exceed $110,000.00, subject to budget appropriation and availability of funds is hereby approved.

Section 3. The City Manager or designee is authorized to do all things necessary to effectuate this Resolution and expend budgeted funds in furtherance hereof, subject to approved budget appropriation and availability of funds.

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

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

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

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

[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

Commission Agenda Staff Report

Date: February 17, 2026
Resolution No.: 2026-XX
To: Mayor and City Commission
From: Darvin Williams, City Manager
Prepared By: Shereece George Depusoir, Chief Procurement Officer
Tarik Rahmani, Chief Finance Officer

Agenda Title: Resolution to Approve a Purchase Order with Caballero & Fierman Llerena & Garcia, LLP for Financial Administration Support & Staff Augmentation Services in an Amount Not to Exceed $110,000.00

Background

The Finance Department is currently experiencing critical staffing shortages, including vacancies in both the Finance Director and Assistant Finance Director positions, which has significantly constrained audit preparation capacity. As a result, the City has an immediate need for specialized financial administration services that require a firm with demonstrated capacity, technical expertise, and familiarity with public-sector financial operations to ensure timely and effective completion of the FY 2025 audit.

Prior to recommending a bid waiver, the City reviewed the current financial services marketplace and evaluated firms based on the following criteria:

- Availability of robust staffing resources to meet audit timelines
- Demonstrated CPA-level expertise and professional credentials
- Ability to provide Professional Liability (Errors & Omissions) insurance coverage
- Ability to provide services with expediency and responsiveness
- A proven track record of successful municipal and governmental audits
- Institutional knowledge of the City, its financial systems, and audit history

Based on the assessment, CFLG meets all required criteria and is uniquely positioned to provide continuity and efficiency during the audit process. Having served as the City's external auditor for FY 2023, CFLG brings direct knowledge of the City's financial operations, prior audit findings, and reporting requirements, minimizing risk and operational disruption.

Scope & Utilization of Services

The Finance Department will utilize CFLG's services on an as-needed basis to augment existing staff capacity and address temporary staffing shortages resulting from current vacancies within the department. Services will not exceed 30 hours per week through May 31, and will be used strictly to support financial administration and audit-related functions.

The engagement shall be subject to a not-to-exceed amount of $110,000, contingent upon budget availability and appropriation. Funding will be leveraged from savings generated by existing departmental vacancies, ensuring no adverse fiscal impact to the City.

Market & Cost Reasonableness Review

In keeping with Section 3-4.5(f) of the Procurement Code, the City confirmed that the financial services marketplace for these specialized services is consistent with firms the City has previously engaged. Pricing for CFLG aligns with rates charged by at least three comparable firms previously utilized by the City for

various Financial Administration services.

Market analysis indicates the following rate ranges are customary and reasonable:

- **Partner-level rates:** $250 – $290 per hour
- **Associate-level rates:** $185 – $250 per hour

CFLG's proposed rates fall within these established market ranges and are consistent with historical partner and associate rates paid by the City for comparable professional financial services.

Risk Management & Insurance Compliance

In coordination with the City's Risk Management requirements, Professional Liability (Errors & Omissions) insurance is required for this engagement due to the audit readiness and financial support services being provided. This coverage serves as the City's primary protection against professional errors or omissions, and its cost is an industry expense reflected in the proposed hourly rates, which are consistent with market norms and appropriate to safeguard the City's financial interests.

CFLG will perform a comprehensive final review of the City's Trial Balance prior to submission to the FY 2025 external auditors, helping validate financial accuracy and reduce audit risk. This engagement will also augment current staffing capacity, strengthen financial controls, and support the City's commitment to audit readiness and accurate financial reporting..

Recommendation

The Finance Director and the Chief Procurement Officer recommend that the City Commission approve and authorize the City Manager or designee to approve a Purchase Order with **Caballero & Fierman Llerena & Garcia, LLP** for a budgeted amount not to exceed $110,000.00.

Fiscal Impact

The requested amount of $110,000.00 has been approved in the adopted FY26 budget appropriation. Utilizing funds from the general fund, Other Contractual services and Professional Services budget line.

Budget Detail Account:

EXHIBIT A

CFLG Accountants Advisors

January 5, 2026

Tarik Rahmani, Chief Financial Officer
City of North Miami Beach
17011 NE 19th Ave
North Miami Beach, Florida 33162

Re: Engagement Letter with Caballero Fierman Llerena & Garcia, LLP ("We" "our" or "us")

We are pleased to confirm our understanding of the terms and objectives of our engagement to provide consulting services to the City of North Miami Beach (the "City") relating to the Audit Preparation Services for the fiscal year ended September 30, 2025.

Scope, Objective, and Responsibilities

We will perform limited consulting procedures solely to provide the City with Audit Preparation Services for the fiscal year ended September 30, 2025. We will perform the procedures as described in Appendix A.

Our procedures will be performed pursuant to the Standards for Consulting Services issued by the American Institute of Certified Public Accountants. Because the procedures described in Appendix A do not constitute an audit conducted in accordance with auditing standards generally accepted in the United States of America, we will not express an opinion on any of the claims or items referred to above. Our engagement cannot be relied upon to disclose errors, irregularities, or illegal acts, including fraud or defalcations that may exist. We will inform you of any material errors, irregularities or illegal acts that come to our attention, unless they are clearly inconsequential.

Engagement Administration, Fees, and Other

Enrique Llerena, CPA is the engagement partner for the Audit Preparation Services specified in this letter. His responsibilities include supervising CFLG's services as part of this agreement.

Our fee for these services will be billed based on the time incurred (up to a maximum of 30 hours per week) at the discounted hourly rates listed below:

Manager - $290 per hour

Invoices will be issued on a weekly basis as the work progresses, reflecting hours incurred up to a maximum of 30 hours per week.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

8950 SW 74th Court I Suite 1210 I Miami, FL 33156
T: 305.662.7272 I F: 305.662.4266 I CFLGCPA.COM

The parties to this engagement agree that any dispute that may arise regarding the meaning, performance, or enforcement of this engagement will be submitted to mediation, either prior to the filing of any legal action, or upon service of any lawsuit, upon written request of any party to the engagement. The party requesting mediation shall select the mediation provider from the list of mediation training providers approved by the Florida Supreme Court. The mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association, or such other rules as may be agreed upon by the parties. The results of this mediation shall not be binding upon either party. Costs of any mediation proceeding shall be shared equally by both parties. The parties shall be responsible for their own legal fees incurred during the mediation. The venue of the mediation shall be in Miami-Dade County, Florida.

If mediation is unsuccessful, and/or if any legal proceedings are filed, by entering into this engagement, the City and we each expressly agree and acknowledge that Circuit Court for the Eleventh Judicial Circuit of Florida in and for Miami-Dade County, in Miami, Florida, and the United States District Court for the Southern District of Florida, in Miami, Florida, shall each have exclusive and sole jurisdiction for any action arising from, from relating to or in connection with this engagement letter, or any course of conduct, course of dealing, statement or actions by us or the City and their respective employees, representatives, or agents. You expressly acknowledge that you voluntarily submit to personal jurisdiction in the State of Florida for any such legal action.

WE AND THE CITY EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION OR LEGAL PROCEEDINGS BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ENGAGEMENT LETTER OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER US OR THE CITY.

The provisions of the immediately preceding last two paragraphs of this engagement letter are each a material inducement for us to accept this engagement in accordance with the provisions of this engagement letter. The terms and provisions of this engagement letter, any course of conduct, course of dealing and/or action on our part and/or by the City and our relationship with the City shall be governed by the laws of the State of Florida. In any litigation brought either by us or the City, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred, including through all appeals.

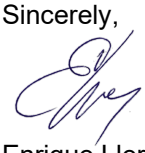
It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of the City and that no other person or entity shall be authorized to enforce the terms of this engagement.

We acknowledge your right to terminate our services at any time, and you acknowledge our right to resign at any time (including instances where in our judgment, our independence has been impaired or we can no longer rely on the integrity of management), subject in either case to our right to payment for all direct or indirect charges incurred through the date of termination or resignation or thereafter as circumstances and this engagement agreement may require.

This engagement letter reflects the entire agreement between us relating to the services covered by this letter. It replaces and supersedes any previous proposals, correspondence, and understandings, whether written or oral. If any portion of this agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, the remaining portions of this agreement shall remain in effect. The agreements of the City and Caballero Fierman Llerena & Garcia, LLP, contained in this engagement letter shall survive the completion or termination of this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

Sincerely,



Enrique Llerena, CPA
Partner
Caballero Fierman Llerena & Garcia, LLP

RESPONSE:

This letter correctly sets forth the understanding of the City.

Authorized signature: _____

Title: _____

Date: _____

Appendix A

Audit Preparation Services to be performed for the fiscal year ended September 30, 2025, will consist of the following scope of work at the direction of the City:

- Prepaids.
- Inventory workpaper.
- Transfer in and Transfers out.
- Due From and Due To Balances.
- Customer Deposits.
- Prepare long-term liability roll forward and debt amortization schedules.
- Prepare self-insurance roll forward worksheet.
- Prepare and assist with implementing GASB 101 for the Compensated absences workpaper.
- Prepare schedule allocating cash and investment balances between unrestricted and restricted balances.
- Debt Compliance worksheet.
- Retainage payable worksheet.
- Prepare capital outlay reconciliation to capital asset report.
- Prepare/update debt schedule for upcoming debt service payments.
- Reconciliation of the ARPA grant.
- Assist/review of the SEFA.
- Complete Government wide workpapers.
- Create AJE's as deemed necessary.
- Run Trial Balances.
- GASB 54 workpapers.
- GASB 87 and GASB 96 Workpapers.
- Review capital asset roll forwards and additions.
- Review Accrued Payroll.
- Review unearned and unavailable revenues.
- Review accounts payable schedule.
- Propose workflow improvements to streamline operating and year-end accounting processes.
- Preparation of the Financial Statements including footnotes
- Assist with completion of schedules supporting footnotes.
- Complete statistical and MD&A sections
- Assistance with the Florida AFR.
- Additional procedures as deemed necessary subject to mutual agreement.
- Review of government wide workpapers.
- Complete complex calculations for Pensions.
- Assist with completion for OPEB
- Assist with completion of RSI information
- Assist with completion of cashflows
- Assist with audit questions and attend City and auditor progress meetings
- Additional procedures as deemed necessary subject to mutual agreement

We understand that the CFLG Manager will be collaborating with the Chief Financial Officer, Chief Accountant, and their team. The completion of the audit work papers and addressing all audit concerns would be the primary focus of this engagement.

Consent Agenda
9.13.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Tarik Rahmani, Chief Financial Officer
VIA:	Darvin Williams, City Manager
DATE:	February 17, 2026

RE: Resolution No. R2026-22 Approving a Budget Amendment to Appropriate Prior-Year General Fund Balance for Certain FY 2024-2025 Appropriations (Tarik Rahmani, Chief Financial Officer)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution
- Memo

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 PRIOR-YEAR GENERAL FUND BALANCE FOR CERTAIN FY 2024–2025 CONTINUING APPROPRIATIONS; 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, at the close of Fiscal Year 2024–2025, certain appropriations approved by the City Commission remained unspent but were legally committed or purpose-restricted and therefore eligible for continuation into the subsequent fiscal year; and

WHEREAS, unspent balances from FY 2024–2025 closed to the General Fund balance in accordance with standard year-end accounting procedures; and

WHEREAS, continuation of spending authority for such amounts into FY 2025–2026 requires formal re-appropriation by the City Commission through a budget amendment; and

WHEREAS, staff has reviewed FY 2024–2025 actual expenditures, encumbrances, and supporting documentation in Munis and has identified the following amounts eligible for carryforward to complete their originally approved purposes:

- Home Rehabilitation Program (General Fund);
- CRA-funded Economic Development services; and
- A donation-supported community program with remaining restricted funds; and

WHEREAS, the Mayor and City Commission find that re-appropriating these amounts from prior-year General Fund balance is consistent with the original intent of the funding actions and is in the best interest of the City.

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

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

Section 2. Budget Amendment Approved. The City Commission hereby approves a budget amendment to the FY 2025–2026 budget to appropriate prior-year General Fund balance for FY 2024–2025 continuing appropriations as follows:

- **Home Rehabilitation Program (General Fund)**
  Amount: $7,999.60
- **CRA – Economic Development (Interlocal Funding)**
  Amount: $20,454.15

- **Community Program – Donation-Supported Event Funding**
  Amount: $913.87

1. Increase General Fund revenues and expenditures in the Economic Development Department budget by $20,454.15 for Home Rehab Program;

2. Increase revenues and expenditure in the Economic Development Department by $7,999.6 For CRA funding; and

3. Increase Community Event TBD by $913.87.

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 **17th** day of February **2026.**

ATTEST:

_____

ANDRISE BERNARD, CMC
CITY CLERK
(CITY SEAL)

_____

MICHAEL JOSEPH
MAYOR

APPROVED AS-TO FORM, LANGUAGE AND FOR EXECUTION

_____

GREENSPPON MARDER
CITY ATTORNEY

Sponsored by: Mayor & City Commission

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: FY 2024–2025 Continuing Appropriations (Carryforward)

Purpose

At the close of each fiscal year, staff reviews unspent but legally committed or purpose-restricted appropriations to determine which amounts must be carried forward to the next fiscal year to complete approved programs and obligations.

This memo presents the recommended FY 2024–2025 continuing appropriations related to Economic Development activities and community program funding, limited to three Commission-approved or otherwise restricted funding actions carried into FY 2025–2026.

Recommendation

Adopt resolution R2026-XX amending the FY 2025–2026 budget to continue FY 2024–2025 unspent appropriations for:

1. Home Rehabilitation Program (General Fund): $7,999.60 and
2. CRA – Economic Development (Interlocal Funding): $20,454.15
3. Community Program – Donation-Supported Event Funding: $913.87

All amounts are supported by Munis actuals and encumbrances summarized below.

Background

Home Rehab Program –General Fund

In June 2025, the City Commission approved a budget amendment reallocating $500,000 from General Fund reserves to fund the Home Rehabilitation Program. The action was adopted by resolution R2025-83 at the June 17, 2025, Commission meeting and was expressly limited to residential home rehabilitation activities. The funding was not approved as general Economic Development operating support.

The purpose of the program is to fund eligible rehabilitation work for qualifying residential properties, including windows, doors, roofing, and related improvements, consistent with program guidelines and approved vendor agreements.

CRA Funding to Economic Development

Separately, the Community Redevelopment Agency (CRA) approved funding to the City for services provided to the CRA under the Interlocal Agreement dated May 23, 2025. The agreement authorizes a total FY 2025 payment of $443,942 to the City.

Within that total, $100,000 is allocated for professional services. The agreement does not assign this $100,000 to a specific department or project. Rather, it is intended to support City services provided to the CRA, including Economic Development activities, along with related administrative and operational support.

For budgeting and tracking purposes, the City recorded the $100,000 within the Economic Development cost center. This was an internal budgeting decision and does not limit the use of the funds, provided expenditures support CRA-related services consistent with the Interlocal Agreement.

Community Program – Donation-Supported Event Funding
During FY 2025, the City received donated funds designated for a community program purpose, which were budgeted and expended through a General Fund project string established to track event-related costs.

All expenditures charged to this project during FY 2025 were consistent with the designated community purpose of the donated funds. At fiscal year-end, a remaining unspent balance exists. Because the funds are purpose-restricted and not general operating allocations, they are recommended for carryforward into FY 2026 to remain available for the originally intended community use, subject to Commission approval.

Fiscal Year 2024-2025 Review

As part of the FY 2025 year-end close, Finance verified all actual expenditures and open encumbrances in Munis for each funding category described above. This review included actuals, purchase orders, and remaining balances to determine the amounts eligible for carryforward into FY 2025–2026.

Financial Summary and Carryforward Amounts

Table 1 –Home Rehabilitation Program FY 2024–2025 Activity Summary

Item	Amount
FY 2024–2025 Appropriation (Program Budget)	$500,000.00
FY 2024–2025 Actuals (Spent)	$276,000.00
FY 2024–2025 Encumbrances (Open Commitments)	$216,000.40
Remaining Available for Carryforward	**$7,999.60**

Table 1 shows that after covering all known FY25 expenditures and open commitments tied to the Home Rehab Program, $7,999.60 remains available to continue into FY26 for the same program purpose.

Table 2 –CRA Funding FY 2024–2025 Activity Summary

Item	Amount
FY 2024–2025 CRA Appropriation	$100,000.00
FY 2024–2025 Actuals (Spent)	$50,545.85
FY 2024–2025 Encumbrances (Open Commitments)	$29,000.00
Remaining Available for Carryforward	**$20,454.15**

Table 2 shows that after covering FY25 expenditures and open commitments charged to the CRA budget within Economic Development, $20,454.15 remains available to continue into FY26 for the same CRA-funded purpose(s).

Table 3 –Community Program (Donation-Supported) FY 2024–2025 Activity Summary

Item	Amount
FY 2024–2025 Budgeted Donation Funding	$3,553.67
FY 2024–2025 Actuals (Spent)	$2,639.80
FY 2024–2025 Encumbrances	$0.00
Remaining Available for Carryforward	**$913.87**

Table 3 summarizes the FY 2024–2025 activity for a community program funded by donated contributions. After accounting for all FY25 expenditures, a remaining balance of $913.87 is unspent. Because these funds are purpose-restricted and were not general operating allocations, staff recommends carrying the balance forward into FY 2025–2026 to remain available for the originally intended community use, subject to Commission approval.

Fiscal Impact

There is no net fiscal impact to the City’s General Fund as a result of this carryforward action. This item continues previously approved appropriations into FY 2025–2026 so the remaining balance can be used for its originally intended purpose.

Consent Agenda
9.14.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Kerlyne McHenry, Interim Public Works Director
VIA:	Darvin Williams, City Manager
DATE:	February 17, 2026

RE: Resolution No. R2026-23 Authorizing and Reallocation of Capital Improvement Projects Funds for East Drive Pavement, Restriping and Sidewalk Repairs and City Parking Lot Restoration (Kerlyne McHenry, Interim Public Works Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution
- Memo
- CITT Funds Use Guidelines
- City Owned Parking Lot Report

RESOLUTION NO. R2026-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE REALLOCATION OF FUNDS PREVIOUSLY APPROVED FOR THE 168TH STREET AND NE 20TH AVENUE MINI ROUNDABOUT PROJECT TO FUND EAST DRIVE REPAVEMENT, RESTRIPING, AND SIDEWALK REPAIRS; CITY-OWNED PARKING LOT RESTORATION AND ADA IMPROVEMENTS; AND CIP CONTINGENCY; PROVIDING SCRIVENER'S ERRORS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Commission of the City of North Miami Beach previously approved **$580,000** from CITT (Citizen's Independent Transportation Trust) and General Fund 399 for the construction of the **168th Street and NE 20th Avenue Mini Roundabout Project**; and

WHEREAS, following solicitation and bid award under **Resolution No. 2025-148**, construction costs for the project are approximately **$225,000**; and

WHEREAS, the Public Works Department recommends retaining approximately **$25,000** as a contingency until construction is complete, leaving an estimated **$330,000** available for reallocation to other critical safety-related infrastructure projects; and

WHEREAS, in 2025, **WGI** completed a citywide streets and sidewalk assessment for the City of North Miami Beach, identifying **East Drive** as the roadway with the highest need for pavement improvements due to severe cracking and roadway depressions; and

WHEREAS, the estimated cost for **East Drive pavement, restriping, and sidewalk repairs** is approximately **$250,000**; and

WHEREAS, the City-owned parking lot located at **1321 NE 162nd Street** requires substantial restoration, repairs, and ADA improvements pursuant to the **December 11, 2025, Code Violation Report**, with an estimated cost of approximately **$40,000**; and

WHEREAS, the Mayor and City Commission desire to allocate the remaining **$40,000** to **Capital Improvement Program (CIP) contingency funds** to address unforeseen infrastructure needs; and

WHEREAS, the Mayor and City Commission find that the reallocation of these funds is fiscally responsible and in the best interest of the health, safety, and welfare of the residents of the City of North Miami Beach.

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

Section 1. Reallocation of Funds.
The City Manager is hereby authorized to reallocate **$330,000** from the 168th Street and NE 20th Avenue Mini Roundabout Project as follows:

a. **$250,000** for East Drive re-pavement, restriping, and sidewalk repairs;
b. **$40,000** for City-owned Parking Lot Restoration and ADA Improvements at 1321 NE 162nd Street; and
b. **$40,000** for Capital Improvement Program (CIP) Contingency Funds.

Section 2. Authorization.
The City Manager, or designee, is authorized to take all administrative actions necessary to implement the intent of this Resolution, including budgetary transfers consistent with applicable laws and policies.

Section 3.
All Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4.
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 5.
If provisions of the 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 6. Effective Date.
This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED on this ___ day of _____, 2026.

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this 17th day of February 2026.

[SIGNATURE PAGE TO FOLLOW]

ATTEST:

_____

ANDRISE BERNARD, CMC

CITY CLERK

(CITY SEAL)

_____

MICHAEL JOSEPH

MAYOR

APPROVED AS-TO FORM, LANGUAGE AND FOR EXECUTION

_____

GREENSPOON MARDER LLP

CITY ATTORNEY

Sponsored by: Mayor & City Commission

City of North Miami Beach, Florida

Public Works Department

TO: Darvin Williams, City Manager; Mayor & Commissioners

FROM: Kerlyne McHenry, Public Works Director (Interim)

CC: Tarik Rahmani, Interim Deputy City Manager & CFO; Andrew Plotkins, Parks & Recreation Director; Sheron Stewart, Budget Administrator; Omar Herrera, City Engineer – Staff Augmentation, Gregory Christian, Engineering & Construction Engineer

DATE: February 5, 2026

SUBJECT: Request for Reallocation of Funds – 168th St & NE 20th Ave Mini Roundabout Project

The Commission approved **$580,000** ($200k CITT and $380k General Fund 399) for the construction of the **168th Street and NE 20th Avenue Mini Roundabout Project**. Following solicitation and bid award under **Resolution 2025-148**, construction costs are approximately **$225,000**. Public Works recommends retaining approximately **$25,000** as contingency until construction is complete, leaving an estimated **$330,000** available for safe reallocation to advance other critical safety-related projects.

In 2025, **WGI completed a citywide streets and sidewalk assessment** for the City of North Miami Beach, which identified **East Drive** as the roadway with the highest need for pavement improvements due to severe cracking and roadway depressions. The current estimated cost for **East Drive pavement, restriping, and sidewalk repairs** is approximately **$250,000**.

Additionally, the City-owned parking lot located at **1321 NE 162nd Street** requires substantial restoration, repairs, and ADA improvements pursuant to the **December 11, 2025 Code Violation Report**. Preliminary estimates for corrective measures are currently being developed, with the total expected cost of approximately **$40,000**, with the remaining **$40,000** proposed to be allocated to **CIP contingency funds**.

Request

Public Works respectfully requests Commission approval to **reallocate the $330,000 balance** from the 168th Street and NE 20th Avenue Mini Roundabout Project as follows:

- **$250,000** for East Drive Repavement, Restriping, and Sidewalk Repairs
- **$40,000** for City-owned Parking Lot Restoration and ADA Improvements
- **$40,000** for CIP Contingency Funds

Approval of this request will allow the City to address high-priority infrastructure and safety needs

in a timely and fiscally responsible manner.

What the CITT Fund Is

The CITT fund is money generated from a **local option sales surtax** approved by Miami-Dade County voters. The surtax is dedicated specifically to **transportation-related improvements** and is overseen by the **Citizens' Independent Transportation Trust (also called CITT)**.

Municipalities like **North Miami Beach** receive an annual allocation of these funds from the County.

What CITT Funds Can Be Used For

CITT funds are **restricted** and must be used for transportation purposes, including:

- Roadway construction, resurfacing, and rehabilitation
- Traffic safety projects (roundabouts, traffic calming, striping, signage)
- Sidewalks, bike lanes, and pedestrian safety improvements
- ADA-compliant transportation infrastructure
- Transit-related capital projects
- Planning, design, and engineering tied to transportation projects

They **cannot** be used for general operating expenses or non-transportation capital projects.

Why Your Use Fits

The projects you listed are all **CITT-eligible**, including:

- The mini roundabout project
- East Drive pavement, restriping, and sidewalk repairs
- ADA improvements to a City-owned parking lot (because it serves transportation access)

That's why reallocating unused CITT funds to other **safety-related infrastructure** is both legally allowable and commonly done — as long as the use stays within transportation purposes.

City of North Miami Beach, Florida

COMMUNITY DEVELOPMENT DEPARTMENT

17050 N.E. 19th. Ave • North Miami Beach, FL 33162 • (305) 948-2966 • www.citynmb.com

TO: City Manager's Office, Code Compliance, Public Works, and File

FROM: Mitchell S. Austin, AICP, CNU-A, Assistant Director

DATE: DECEMBER 11, 2025

SUBJECT: **Existing Conditions City Owned Parking Lot (Folio# 07-2217-006-0130) 1321 NE 162nd Street**

Background

A compliant was received by the City Manager's Office on December 10, 2025, regarding ADA compliance of the city owned parking lot addressed at 1321 NE 162nd Street. This parking lot located within the City's CRA does not provide parking to any city building or park. The primary purpose of the parking lot is providing parking to several area businesses, including the South Florida Kosher Market, a primary user.

Site Configuration

Site is approximately 0.65 acres in area composed of lots 16 through 20 of Block 91 of Fulford-By-the-Sea Section I (plat book 14 page 37). The site is approximately 250 feet wide along NE 162nd Street, an 80 foot wide platted right of way (ROW) to the south and bounded by a 20 foot wide platted alley (ROW) to the north separating this lot from the private parcels to the north of the alley where the businesses are located. The lot is developed for the sole purpose of parking vehicles with 76 total spaces including 5 spaces marked as ADA spaces composed as four one way double loaded drive aisles.



FIGURE 1: AERIAL IMAGE OF SITE FROM MDC PROPERTY APPRAISER WEBSITE

Existing Conditions

Generally, the property is in poor condition including landscape, pavement, pavement markings, curbs, wheel stops, site lighting, and drainage. In addition to the poor condition of the infrastructure there are other indications lack of care including:

- Large pile of palm fronds in the eastern landscape buffer
- Pieces of plastic speed bumps, formerly installed in the alley discarded within the landscape islands
- Several commercial vehicles in poor repair (rust, flat/rotting tires, faded signage) with expired or missing tags, some occupying more than a single parking space
- Soil and sand sometime several inches deep accumulating on the pavement in several areas of the parking lot



FIGURE 2: EXAMPLE OF COMMERCIAL VEHICLE IN DISREPAIR, WITH SEVERE RUST IN SEVERAL PLACES, BUSTED TURN SIGNAL, ROTTING TIRES, FADED MARKINGS, AND VEHICLE TAG EXPIRED SINCE 2019.

Landscape

The four drive aisles are arranged between landscape buffers to at the western and eastern sides of the lot. The drive aisles and parking are separated from each other by three parallel landscape areas running north south connecting landscape islands on NE 162nd Street to the south and the alley to the north. These landscape islands are covered by a combination of grass and weeds with several areas of exposed soil. There are a handful shade trees in the landscape buffer on the eastern side of the lot and one on the easter side of the lot. There are also a handful of Sable Palms in the landscape islands within the ROW on NE 162nd Street, and one Queen Palm (?) in each of two of the three landscape buffer separating drive aisles. The landscape areas are also populated



FIGURE 3: LANDSCAPE ISLAND WITH BROKEN CURBS, EXPOSED SOILS, AND A CARBOARD BOX PROVIDING TEMPORARY SHELTER TO SOME WILD

by scattered trash and other items including milk crates, a cardboard box temporally housing some wild chickens with chicks, and parts of plastic speedbumps which were installed in the alley at some point.

Pavement and Pavement Markings Including ADA Parking

The condition of the pavement is poor, with many visible cracks, exposed aggerate, and areas of standing water at along the connections to the alley at the north end of the lot. The standing water may indicate potholes or other drainage issues. Visually the pavement appears to have been recoated liquid roll on/spray on asphalt sealer, typically used on parking lots and other low traffic areas to maintain appearance and provide some level of protection from general asphalt degradation (loose aggerate, widening cracking). The condition of this asphalt sealer indicates that this was last done many years ago. Atop this fading asphalt sealer, the pavement markings are cracked and severely faded. Markings for general use parking spaces are indistinct in places and severely faded in general. There are no arrow pavement markings indicating directionality as required for one-way drive aisles. Finally, the ADA space markings are severely faded the required blue color almost completely absent in places, access aisles missing/mismarked, and the wheelchair figure missing entirely.

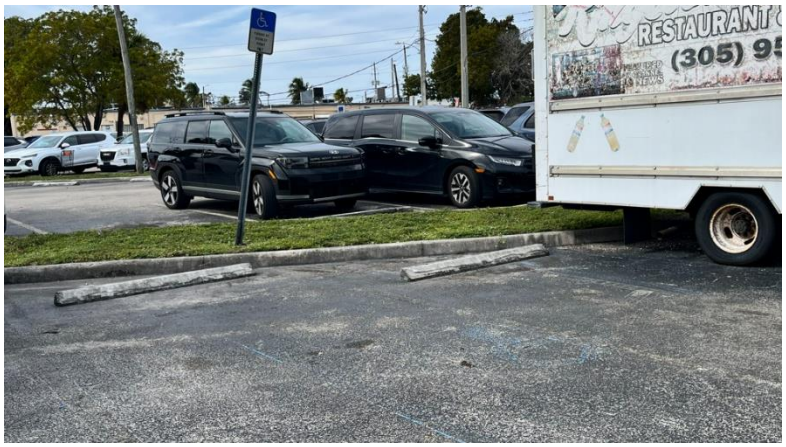


FIGURE 4: IMAGE OF AN ADA PARKING SPACE WITH SEVERELY FADED AND/OR MISSING/INCORRECT MARKINGS

Curbs and Wheel stops

The parking lot has both concrete curbs and wheel stops. The curbs define and protect the landscape islands throughout the property and within the NE 162nd Street ROW. The curbing is generally in decent shape; however, several areas are broken up, particularly near the alley, likely due to repeated incursions by heavier commercial vehicles. The curbing is set in a straight pattern as it defines the parking aisles not the "sawtooth" pattern that would be typical of angle in parking less than 90 degrees. The angle of the parking is defined by the wheel stops. These wheel stops,



FIGURE 5: BROKEN CURB, BROKEN WHEEL STOP, AND ANOTHER MISPLACED WHEEL STOP

which are made of concrete generally in good shape, but several are misplaced or missing with some broken examples as well. These curbs and wheel stops should be painted in key locations, along the alley to increase visibility and at the ADA parking spaces to enhance awareness. Finally, all wheel stops should be painted or replaced with higher visibility colored plastic versions, preferably with retroreflective features (side note wheel stops are considered hazardous to many within the ADA and senior advocacy community to possible trip and fall risk).

Signage, Lighting, and Drainage

The parking lot contains no signage indicating that it is public parking nor is there any indication that this is a City of North Miami Beach owned and operated facility. There are no stop or do not enter regulatory signage as required at the drive aisle connections to NE 162nd Street and the alley. There is signage indicating some of the ADA parking spaces; however, these signs do not provide the Florida Statute or in applicable local ordinance reference to render these signs enforceable by local or state law enforcement.

There is lighting in and around the parking lot provided by Cobra heads on FPL poles. These appear to be LED fixtures. The quantity and quality of site lighting was not evaluated during the daytime site visit.

Site drainage appears to generally run from the alley to the north to the NE 162nd Street ROW to the south. There are inlets in the curbs along the alley and within the parking lot that are intended to permit water to migrate into the landscape islands for some casual treatment and infiltration. Unfortunately, these curb inlets are either clogged at their entrances with accumulated dirt or enter onto areas of the landscape islands which are higher in elevation than the adjacent parking lot. These conditions more than likely lead to ponding or water being directed to the NE 162nd Street ROW. Within the NE 162nd Street ROW there is a valley gutter running the length of the property with a catch basin connection between the 2nd and 3rd eastern most driveway entrances. Additionally, there is a storm catch basin with flush mount grate, within the driveway entrance to the western most drive aisle.

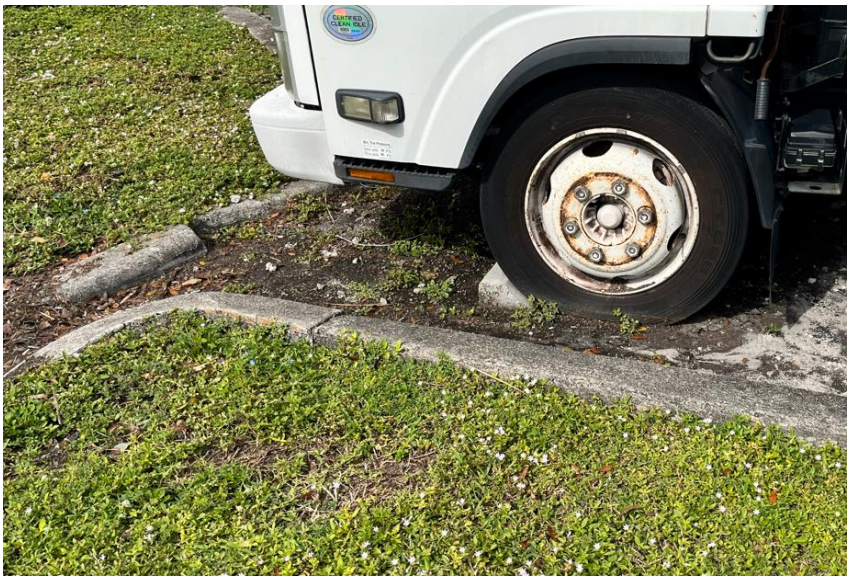


FIGURE 6: TYPICAL CURB INLET TO LANDSCAPE AREAS, CLOGGED WITH DIRT PREVENTING EFFICIENT WATER FLOW INTO THE LANDSCAPE ISLAND FOR TREATMENT AND INFILTRATION INTO THE SOIL.

ADA Parking

The ADA Parking with this City owned parking lot was found to be non-compliant in terms of signage and pavement markings for the space and access aisle as well as the access route to the nearest walkway or building entrance. Other concerns include condition of pavement, curbs and wheel stops at these spaces and from these spaces to the building entrances or north side of city controlled alley ROW to the north of the lot. Note that during the site visit no smart level was deployed to determine if there are any slope or cross-slope issues with the existing ADA parking space locations or accessible route from these spaces to the nearest walkway or building entrance.

Recommendations

The following recommendations are intended to ensure full compliance with ADA requirements based on the conditions outlined in this document.

Lighting

The city should conduct a visual night field check of lighting conditions to ensure that all fixtures are in working condition and that there are no obvious gaps in lighting coverage. If any issues are identified, then additional corrective action should be taken.

Key Department: Public Works

Commercial Vehicles with Expired or Missing tags

The city should conduct a sweep of the parking lot to verify vehicle registration status and have such vehicles towed as a “nuisance” under the provisions of Section 10-4.3 j. of the Code of Ordinances of the City of North Miami Beach.

Key Department: Police

Note: Code compliance can only cite properties, since the property is city-owned a notice of violation from Code Compliance would be sent to the city not the vehicle owner or adjacent businesses.)

ADA Parking Spaces

The city needs to evaluate the existing ADA parking space locations need to be evaluated from an engineering perspective to include count, location, accessible route(s), pavement condition, including slope and cross slope. This evaluation should result in a plan that will more fully determine what corrective actions are needed to ensure that this city owned parking lot is in full compliance with current ADA requirements to maximize public access, enhance conditions for area businesses, and reduce risks to the city. At a minimum one outcome of this evaluation should be a pavement marking plan to identify the ADA parking spaces (configuration, location and count), access aisles, and accessible routes

Key Department: Public Works

Dirt and Debris on Pavement

The city should act to remove accumulated dirt and other debris from the paved surfaces of the parking lot. This action should be taken to reduce trip hazards and help correct possible drainage issues in the short term. This action is also a critical first step in longer term actions of resealing and restriping the parking lot.

Key Department: Public Works

Curb Stops

The city should remove any broken wheel stops and reset displaced wheel stops if possible. This is a short term action to reduce rip hazards. In the longer term wheel stops should all be reset or replaced as part of a project to reseal and restripe the parking lot.

Key Department: Public Works

Pavement – resealing and restriping

Once the short term actions above have been undertaken any portions of the lot needing slope or cross slope correction to meet ADA requirements for ADA parking spaces and accessible routes being repaved accordingly. Then the parking lot should be sealed with an asphalt sealer suitable for parking lots. The lot should then be restriped according to the restriping plan that was an outcome of the initial engineering evaluation, including all parking spaces, ADA markings, and directional indicators.

Key Department: Public Works

Wheel Stops and Curbs

As part of the asphalt resealing and restriping project all wheel stops (existing or replacements) should be reset based on engineering standards. All curbs and wheel stops associated with ADA parking spaces should be painted to increase visibility of the ADA spaces.

Key Department: Public Works

Signage

The required parking lot regulatory signage should be installed including but not limited to “Stop” and “Do not enter” signs. All ADA parking space regulatory signs need to be replaced with signs which cite either Florida Statute [FS 318.18(6) $100 fine] or Miami-Dade County ordinance Sec 30-442 (d) stating “TOW AWAY ZONE AND FINE UP TO $250.” ADA parking spaces without signage specifically citing either the Florida Statute or the MDC Ordinance are not enforceable.

Key Department: Public Works

Consent Agenda
9.15.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Kerlyne McHenry, Interim Public Works Director
VIA:	Darvin Williams, City Manager
DATE:	February 17, 2026

RE: Resolution No. R2026-24 Authorizing a Budget Transfer Within the Public Works Department to Support Staff Augmentation Services (Kerlyne McHenry, Interim Public Works Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution
- Staff Report
- Traffic Calming Projects

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 $200,000 FROM SALARIES AND RELATED BENEFITS ACCOUNTS TO PROFESSIONAL SERVICES ACCOUNT WITHIN THE PUBLIC WORKS DEPARTMENT TO SUPPORT STAFF AUGMENTATION SERVICES; ACKNOWLEDGING THAT $100,000 HAS PREVIOUSLY BEEN TRANSFERRED UNDER THE CITY MANAGER'S BUDGET CONTROL AUTHORITY FOR THE SAME SERVICES FOR A TOTAL TRANSFER OF $300,000; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SCRIVENER'S ERRORS; 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 and financial transparency and setting formal approval thresholds for the City; and

WHEREAS, from time to time during the normal conduct of the City's operations, situations arise requiring amendments or modifications of the City's annual adopted budget; and

WHEREAS, the City's Chief Financial Officer has met with the City Manager and Department heads to identify modifications or amendments to the FY 2025-2026 adopted 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 the Public Works Department is experiencing significant staffing shortages in key technical positions necessary to effectively deliver capital and operational projects, ensure regulatory compliance, and manage critical infrastructure initiatives; whereas a purchase for staff augmentation will be issued; and

WHEREAS, the Public Works Professional Services account does not currently have sufficient appropriations to fully fund the purchase order; and

WHEREAS, a total budget transfer of **$**300,000 is required to move available salary and related benefits vacancy savings to professional services accounts to support these staff augmentation services; and

WHEREAS, pursuant to the City's Budget Control Policy, the City Manager has already authorized and approved a budget transfer in the amount of $100,000; and

WHEREAS, the remaining $200,000 exceeds the City Manager's administrative transfer authority and therefore requires approval by the City Commission; and

WHEREAS, the requested budget transfer does not increase the overall FY 2025-2026 adopted budget and utilizes existing budgeted funds; and

WHEREAS, an additional budget transfer in the amount of $200,000 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, FLROIDA:

Section 1. The foregoing recitals are true and correct.

Section 2. The City Commission hereby approves a budget transfer in the amount of **$200,000** from salaries and related vacancy savings to professional services operating expense accounts within the Public Works Department to support staff augmentation services from the following accounts:

Stormwater					
Amount	From: Account Number	From: Expense Account Title	To: Account Number	To: Expense Account Title
$ 44,365	400821-538120	Salaries Full Time	400821-538130	Professional Services
$ 3,394	400821-538210	FICA	400821-538131	Professional Services
$ 1,500	400821-538235	Health Insurance	400821-538132	Professional Services
$ 742	400821-538240	Worksman Comp Self Insurance	400821-538133	Professional Services
$ 50,000				

Public Works Admin				
Amount	From: Account Number	Expense	To: Account Number	To: Expense Account Title
$ 85,616	010800-534120	Salaries Full Time	010800-534310	Professional Services
$ 2,754	010800-534210	FICA	010800-534310	Professional Services
$ 5,897	010800-534235	Health Insurance	010800-534310	Professional Services
$ 420	010800-534236	Group Life Insurance	010800-534310	Professional Services
$ 1,314	010800-534240	Worksman Comp Self Insurance	010800-534310	Professional Services
$ 96,000				

Public Works CIP				
Amount	From: Account Number	Account Ttilke	To: Account Number	To: Expense Account Title
$ 35,079	010860-539120	Salaries Full Time	010860-539310	Professional Services
$ 4,779	010860-539210	FICA	010860-539310	Professional Services
$ 6,250	010860-539219	401k	010860-539310	Professional Services
$ 5,997	010860-539235	Health Insurance	010860-539310	Professional Services
$ 451	010860-539236	Group Life Insurance	010860-539310	Professional Services
$ 1,445	010860-539240	Worksman Comp Self Insurance	010860-539310	Professional Services
$ 54,000				
$ 200,000		**Grand Total Transfer**		

Section 3. The City Manager or designee is authorized to take all actions necessary to implement this Resolution. The transferred funds are authorized to be used to cover the staff augmentation 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 **17th** day of **February 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

MEMORANDUM

TO: Honorable Mayor and City Commission

FROM: Sheron Stewart, Budget Administrator

VIA: Darvin Williams, City Manager

Tarik Rahmani, Chief Financial Officer and Interim Deputy City Manager

DATE: February 17, 2026

SUBJECT: Budget Transfer – Public Works Augmentation Services

EXECUTIVE SUMMARY:

On November 17, 2025, the Mayor and City Commission adopted Resolution No. R2025-141, which established a comprehensive policy governing internal budget transfers, approval thresholds, and reporting requirements to ensure fiscal transparency and accountability.

During the normal course of operations in Fiscal Year 2025–2026, the City periodically identifies the need to realign budgeted resources to address operational demands while remaining within the total adopted budget. The Chief Financial Officer has met with the City Manager and Department Heads to review departmental needs and identify appropriate budget modifications.

The Public Works Department is currently experiencing significant staffing shortages in key technical and operational positions. These vacancies have impacted the Department's ability to effectively manage capital and operational projects, maintain regulatory compliance, and support critical infrastructure initiatives. To address these challenges, the Department has identified the need for staff augmentation services through professional services contracts.

DISCUSSION:

The Public Works Department has available salary and related benefits vacancy savings resulting from unfilled positions during the fiscal year. These savings can be repurposed to support staff augmentation services without increasing the overall FY 2025–2026 adopted budget.

Pursuant to the City's Budget Control Policy, the City Manager has administrative authority to approve budget transfers up to a specified threshold. Under this authority, the City Manager previously approved a budget transfer of $100,000 from salary and benefits accounts to the Public Works professional services account to partially fund the required staff augmentation services.

The total funding need for these services **is** $300,000. The remaining $200,000 exceeds the City Manager's administrative transfer authority and therefore requires approval by the City Commission. Additionally, the Public Works professional services account does not currently have sufficient appropriations to fully fund the anticipated purchase order without this additional transfer. The transfer will be as follows:

Stormwater					
Amount		**From: Account Number**	**From: Expense Account Title**	**To: Account Number**	**To: Expense Account Title**
$	44,365	400821-538120	Salaries Full Time	400821-538130	Professional Services
$	3,394	400821-538210	FICA	400821-538131	Professional Services
$	1,500	400821-538235	Health Insurance	400821-538132	Professional Services
$	742	400821-538240	Worksman Comp Self Insurance	400821-538133	Professional Services
$	**50,000**				

Public Works Admin					
Amount		**From: Account Number**	**Expense**	**To: Account Number**	**To: Expense Account Title**
$	85,616	010800-534120	Salaries Full Time	010800-534310	Professional Services
$	2,754	010800-534210	FICA	010800-534310	Professional Services
$	5,897	010800-534235	Health Insurance	010800-534310	Professional Services
$	420	010800-534236	Group Life Insurance	010800-534310	Professional Services
$	1,314	010800-534240	Worksman Comp Self Insurance	010800-534310	Professional Services
$	**96,000**				

Public Works CIP					
Amount		**From: Account Number**	**Account Ttilke**	**To: Account Number**	**To: Expense Account Title**
$	35,079	010860-539120	Salaries Full Time	010860-539310	Professional Services
$	4,779	010860-539210	FICA	010860-539310	Professional Services
$	6,250	010860-539219	401k	010860-539310	Professional Services
$	5,997	010860-539235	Health Insurance	010860-539310	Professional Services
$	451	010860-539236	Group Life Insurance	010860-539310	Professional Services
$	1,445	010860-539240	Worksman Comp Self Insurance	010860-539310	Professional Services
$	**54,000**				
$	**200,000**		**Grand Total Transfer**		

Approval of this resolution will provide the necessary spending authority to fully fund the staff augmentation services and ensure continuity of Public Works operations.

FISCAL IMPACT:

There is no fiscal impact to the City's overall FY 2025–2026 adopted budget. This action reallocates existing budgeted funds from salary and related benefits vacancy savings to professional services within the Public Works Department.

- Previously approved transfer (City Manager authority): **$100,000**
- Requested Commission approval: **$200,000**
- Total budget transfer for staff augmentation services: **$300,000**

RECOMMENDATION:

Approve Resolution No. R2026-XX authorizing a budget transfer in the amount of $200,000 from salaries and related benefit accounts the professional serviced account with Public Works department to support staff augmentation Services

North Miami Beach Traffic Studies

- NE 164th St from NE 29th Ave to NE 35th Ave (Eastern Shores)
    - Caltran Study results provided to the City on 11/15/25.
- 15240 NE 10th Ct (Oak Grove)
    - Caltran Study results provided to the City on 11/15/25.
- Temporary Speed Humps Study – Various Locations
    - CMA/Caltran proposal in development.
    - Need City clarification on NE 168th request. RE: email from Kerlyne dated 10/1/25 with follow up question from Ben on 10/8/25.
- NE 157th Terr Traffic Study (Aqua Bowl)
    - Caltran Study results provided to the City on 1/5/26.

North Miami Beach Traffic Calming Projects

- NE 12th Ave and NE 155th St Roundabout (Oak Grove)
    - 50% plans submitted to City on 2/16/2024.
    - CMA has been idle on this since this submittal.
- NE 15th Ave and NE 164th St Pedestrian Crosswalk (City Center)
    - 100% plans complete.
    - 1 comment remains from DTPW permitting related to RRFB power source
    - Need City to confirm agreement to maintain solar powered RRFBs in order to close out comments on permit submittal.
- NE 26th Ave Sidewalk and Raised Crosswalks (Western Eastern Shores)
    - 100% plans submitted to City on September 27th, 2025.
    - Permits are scheduled to be final by March 10th, 2026.
    - Signed and sealed plans and documents for construction currently scheduled to be available 13th, 2026.
- NE 180th St., Speed Humps east and west of NE 13th Ave (Sunray West)
    - 100% plans submitted to City on November 11th, 2025.
    - Permits are scheduled to be received by February 19th, 2026.
    - Signed and sealed plans and documents for construction currently scheduled to be available February 24th, 2026.
- NE 35th Ave Raised Intersections and crosswalks (Eastern Shores)
    - 100% plans submitted to the City on January 16th, 2026
    - Permits are scheduled to be final by March 10th, 2026.
    - Signed and sealed plans and documents for construction currently scheduled to be available March 13th, 2026.
- NE 13th Ave Raised Intersections (Oak Grove)

    - Received comments from City for 50% plans on January 2th, 2026. More information needed on speed hump request.
    - Permits are scheduled to be received by March 4th, 2026.
    - Signed and Sealed plans and documents for construction currently scheduled to be available March 9th, 2026.
- NE 2nd Ave and 171St Raised Intersection (Uleta)
    - 100% plans submitted to City for review on January 20th, 2026.
    - City comments scheduled to be addressed by February 5th, 2026.
    - Permits are scheduled to be final by March 17th, 2026.
    - Signed and Sealed plans and documents for construction currently scheduled to be available March 19th, 2026.
- NE 9th Court Traffic Calming (speed hump and curb ramp replacements (Carl Byoir)
    - 100% plans submitted for City review on January 20th, 2026.
    - Permits are scheduled to be received by February 26th, 2026.
    - Signed and sealed plans and documents for construction currently scheduled to be available March 3rd, 2026.
- NE 168th Street and NE 8th Ave Traffic Circle (Pan Uleta)
    - 50% plans will be ready for City review on February 6th, 2026.
    - Permitting will commence once Chen Moore receives the City's comments.
    - 100% plans submittal estimated for March 31st, 2026.
    - Permits are scheduled to be final by May 19th, 2026.
    - Signed and Sealed plans and documents for construction currently scheduled to be available May 22nd, 2026.

Consent Agenda
9.16.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Kerlyne McHenry, Interim Public Works Director
VIA:	Darvin Williams, City Manager
DATE:	February 17, 2026

RE: Resolution No. R2026-25 Authorizing the Public Works Department to Move Forward to Implement a Traffic Signal Light Utility Box Wrapping Program (Kerlyne McHenry, Interim Public Works Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution
- Memo
- Locations of Wraps and Conceptual Designs

RESOLUTION NO. R2026-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO MOVE FORWARD AND DO ALL THINGS NECESSARY TO IMPLEMENT A TRAFFIC SIGNAL LIGHT UTILITY BOX WRAPPING PROGRAM; URGING MIAMI-DADE COUNTY TO APPROVE AND GRANT PERMISSION TO WRAP TRAFFIC SIGNAL LIGHT UTILITY BOXES WITHIN THE CITY OF NORTH MIAMI BEACH'S JURISDICTION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach ("City") continually seeks opportunities to enhance the visual appearance, character, and vibrancy of public spaces within the City; and

WHEREAS, traffic signal light utility boxes located throughout the City present an opportunity for aesthetic enhancement through artistic or decorative wrapping; and

WHEREAS, a Traffic/Street Signal Light Utility Box Wrapping Program (the "Program") would promote community pride, deter graffiti, and contribute to neighborhood beautification; and

WHEREAS, certain traffic signal light utility boxes located within the City are owned, operated, or otherwise under the jurisdiction of Miami-Dade County; and

WHEREAS, the Mayor and City Commission urge Miami-Dade County to approve and grant the City permission to wrap any or all traffic signal light utility boxes within the City's jurisdiction; and

WHEREAS, the Mayor and City Commission desire to authorize the Public Works Department to develop, administer, and implement the Program in coordination with other applicable City departments and governmental entities, as necessary; and

WHEREAS, the Mayor and City Commission find that authorizing Public Works to take all actions necessary to implement the Program is in the best interest of the health, safety, and welfare of the residents of the City.

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

Section 1. Authorization.
The Public Works Department is hereby authorized to move forward with the implementation of a Street Signal Light Utility Box Wrapping Program within the City of North Miami Beach.

Section 2. Scope of Authority.
The Public Works Department is authorized to do all things necessary and proper to implement the Program, including but not limited to: developing program guidelines and procedures; coordinating with artists, vendors, community partners, Miami-Dade County, and other City departments; overseeing installation, maintenance, and removal of wraps; and ensuring compliance with applicable laws, regulations, and safety standards.

Section 3. Administration.
The City Manager, or designee, is authorized to take any administrative actions necessary to effectuate the intent of 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 provisions of the 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. Effective Date.
This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED on this ___ day of _____, 2026.

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this 17th day of February 2026.

[SIGNATURE PAGE TO FOLLOW]

ATTEST:

ANDRISE BERNARD, CMC

CITY CLERK

(CITY SEAL)

MICHAEL JOSEPH

MAYOR

APPROVED AS-TO FORM, LANGUAGE AND FOR EXECUTION

GREENSPOON MARDER LLP

CITY ATTORNEY

Sponsored by: Mayor & City Commission

City of North Miami Beach, Florida

Public Works Department

TO: Darvin Williams, City Manager; Mayor & Commissioners

FROM: Kerlyne McHenry, Public Works Director (Interim)

CC: Andrew Plotkins, Parks & Recreation Director; Jasmine Joseph, Communications Manager (Interim); Gregory Christian, Engineering & Construction Mgr.; Eugene Baer, Facilities & Maintenance Program Manager; Sam Bernard, Beautification Program Manager

DATE: February 5, 2026

SUBJECT: Authorization to Implement Traffic Signal Light Utility Box Wrapping Program

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The purpose of this memorandum is to provide an overview of a proposed Street Signal Light Utility Box Wrapping Program and to request authorization to proceed in alignment with the attached Resolution for consideration by the Mayor and City Commission.

This proposed program has been a long-standing legacy request of the City's Beautification Committee and is sponsored by Commissioner Chernoff. The program would allow for the aesthetic wrapping of traffic signal light utility boxes throughout the City of North Miami Beach and is intended to enhance the visual appearance of public spaces, deter graffiti, promote community pride, and contribute to overall neighborhood beautification efforts.

Implementation of the program would be administered by the Public Works Department, in coordination with other applicable City departments, and would include the development of program guidelines, artist or vendor coordination, installation oversight, and ongoing maintenance. The Beautification Committee has requested that graphics showcase high school student artist paintings/ photographs and/or artistic representations of City landmarks, including but not limited to the Julius Littman Performing Arts Theater, the Spanish Monastery, and the Fulford-by-the-Sea Fountain.

Below are samples of similar programs implemented by other municipalities, such as the City of Miramar, for reference. It is also important to note that the traffic signal light utility boxes are property of Miami-Dade County; therefore, the accompanying Resolution urges Miami-Dade County to approve and grant the City permission to wrap any or all such boxes within the City of North Miami Beach jurisdiction.

This initiative aligns with City of North Miami Beach's beautification goals and supports efforts related to the City's Centennial Celebration by highlighting North Miami Beach's history, culture,

and iconic landmarks.









EXHIBIT “A”

TRAFFIC SIGNAL CONTROLLER CABINETS

LOCATIONS





Intersections	
N Miami Beach Blvd	NE 10th Avenue



Intersections	
163rd Street	NE 12th Avenue
163rd Street	NE 15th Avenue
163rd Street	NE 18th Avenue
163rd Street	NE 19th Avenue



Intersections	
163rd Street	NE 12th Avenue
163rd Street	NE 15th Avenue
163rd Street	NE 18th Avenue
163rd Street	NE 19th Avenue



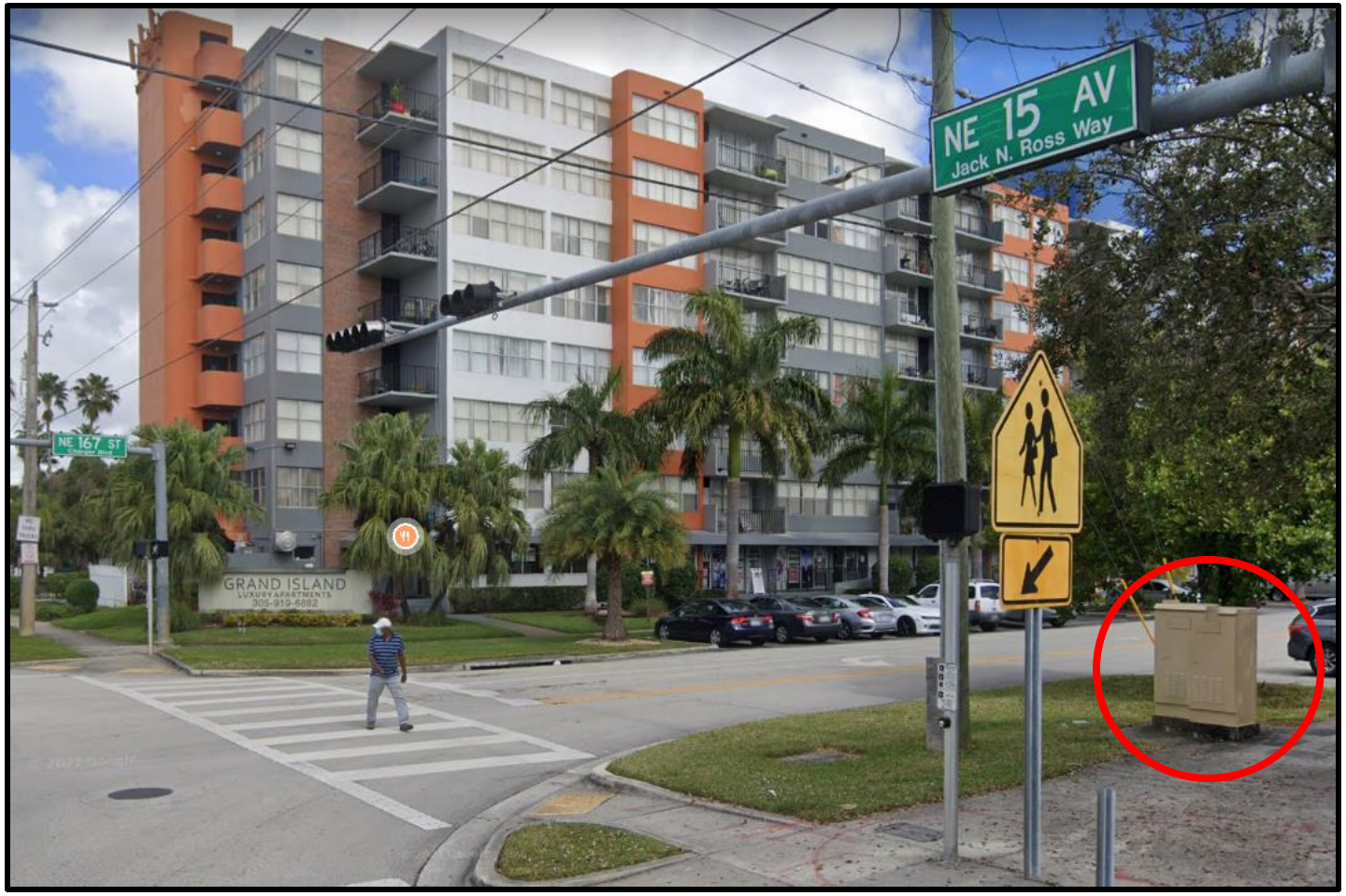
Intersections	
163rd Street	NE 12th Avenue
163rd Street	NE 15th Avenue
163rd Street	NE 18th Avenue
163rd Street	NE 19th Avenue



Intersections	
163rd Street	NE 12th Avenue
163rd Street	NE 15th Avenue
163rd Street	NE 18th Avenue
163rd Street	NE 19th Avenue

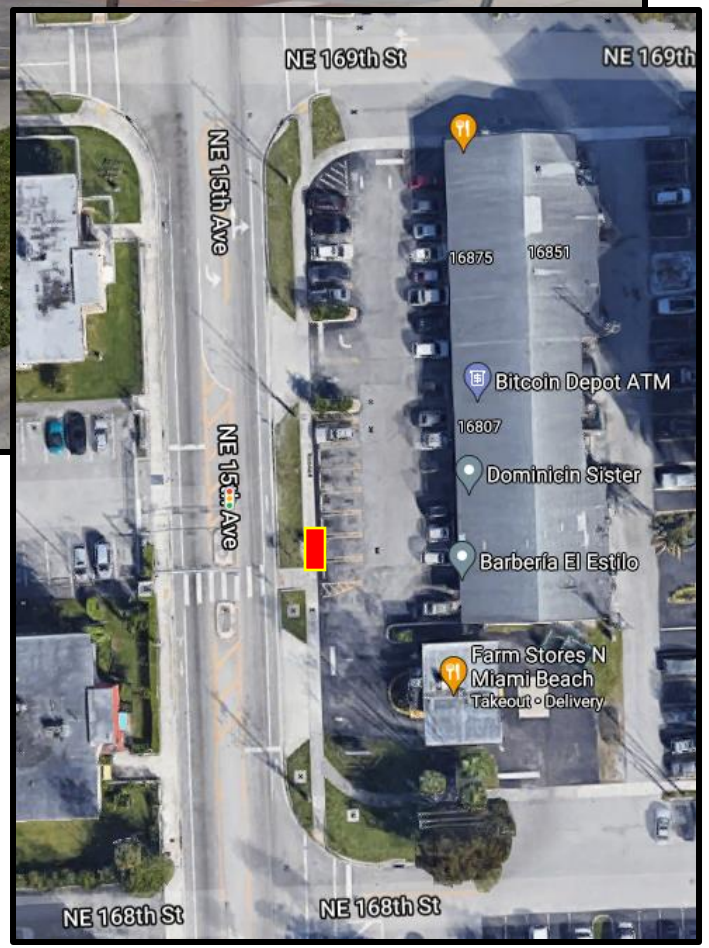


Intersections	
15th Avenue	NE 164th Street
15th Avenue	NE 167th Street
15th Avenue	NE 168th Street



Intersections	
15th Avenue	NE 164th Street
15th Avenue	NE 167th Street
15th Avenue	NE 168th Street





Located in the middle between
NE 168th Street and NE 169th Street

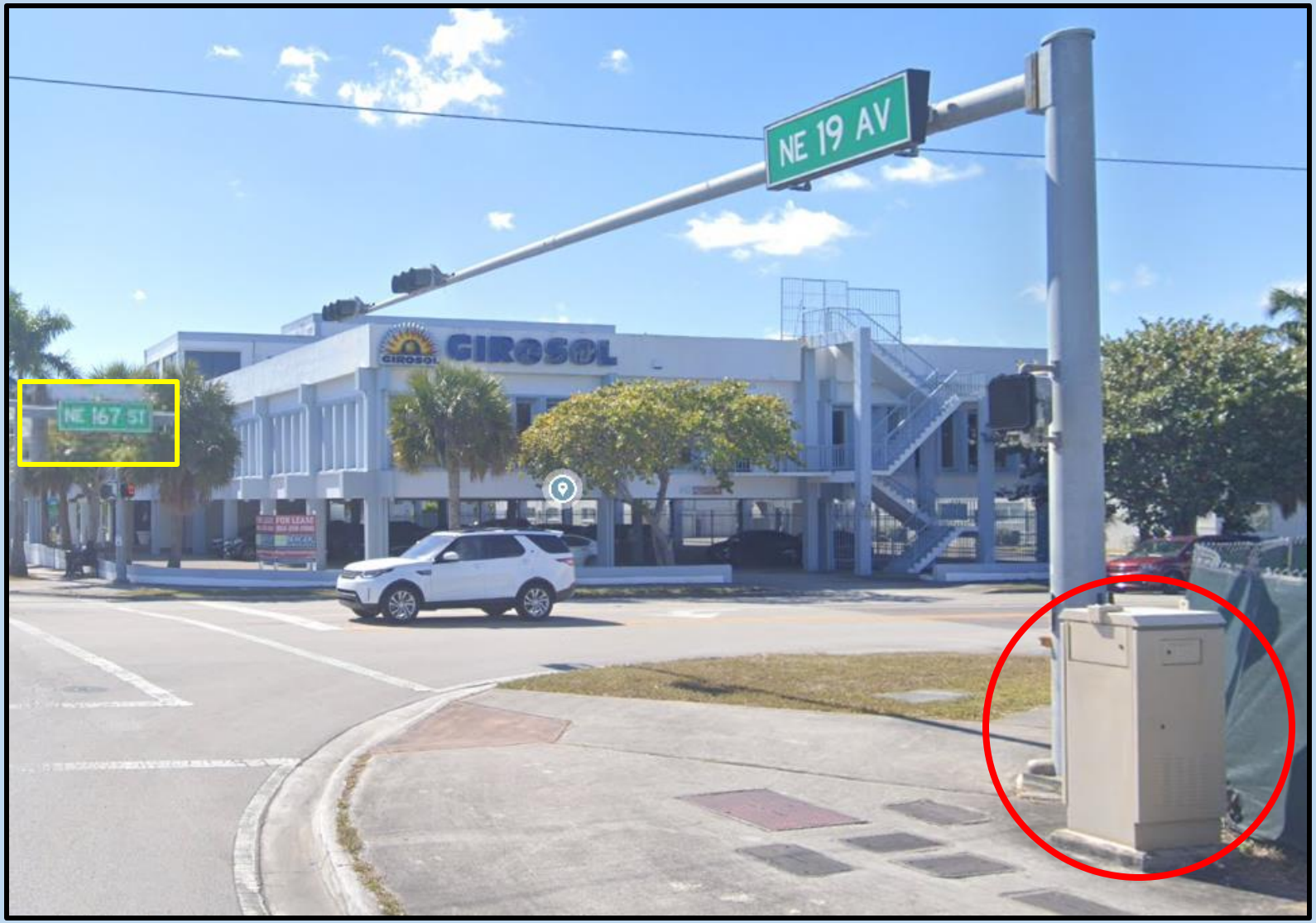
Intersections	
15th Avenue	NE 164th Street
15th Avenue	NE 167th Street
15th Avenue	NE 168th Street



Intersections	
19th Avenue	NE 164th Street
19th Avenue	NE 165th Street
19th Avenue	NE 167th Street



Intersections	
19th Avenue	NE 164th Street
19th Avenue	NE 165th Street
19th Avenue	NE 167th Street



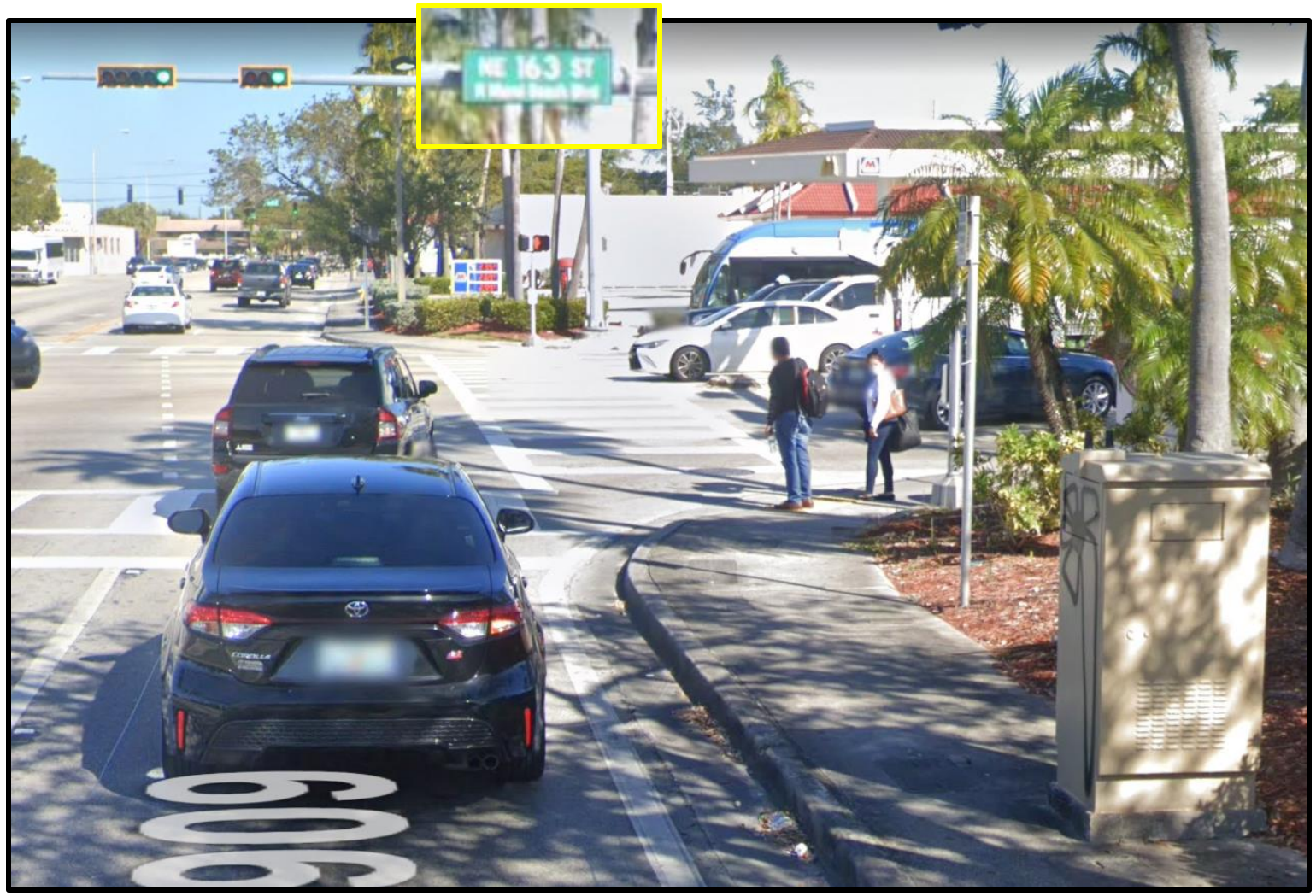
Intersections	
19th Avenue	NE 164th Street
19th Avenue	NE 165th Street
19th Avenue	NE 167th Street

**NE 22nd Avenue or W Dixie Hwy



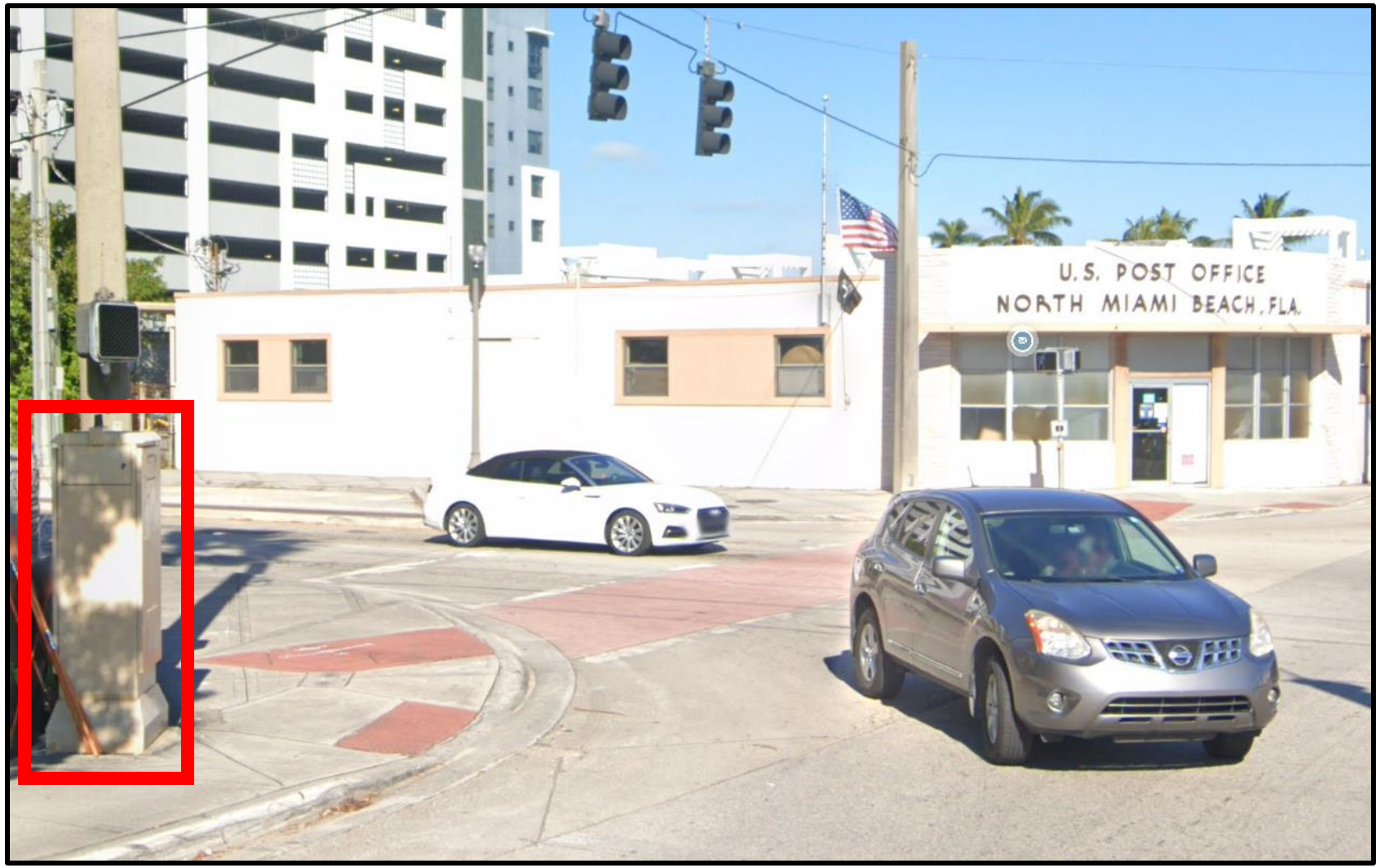
Intersections	
22nd Avenue	NE 159th Street
22nd Avenue	NE 163rd Street
22nd Avenue	NE 164th Street
22nd Avenue	NE 167th Street

**NE 22nd Avenue or W Dixie Hwy



Intersections	
22nd Avenue	NE 159th Street
22nd Avenue	NE 163rd Street
22nd Avenue	NE 164th Street
22nd Avenue	NE 167th Street

**NE 22nd Avenue or W Dixie Hwy

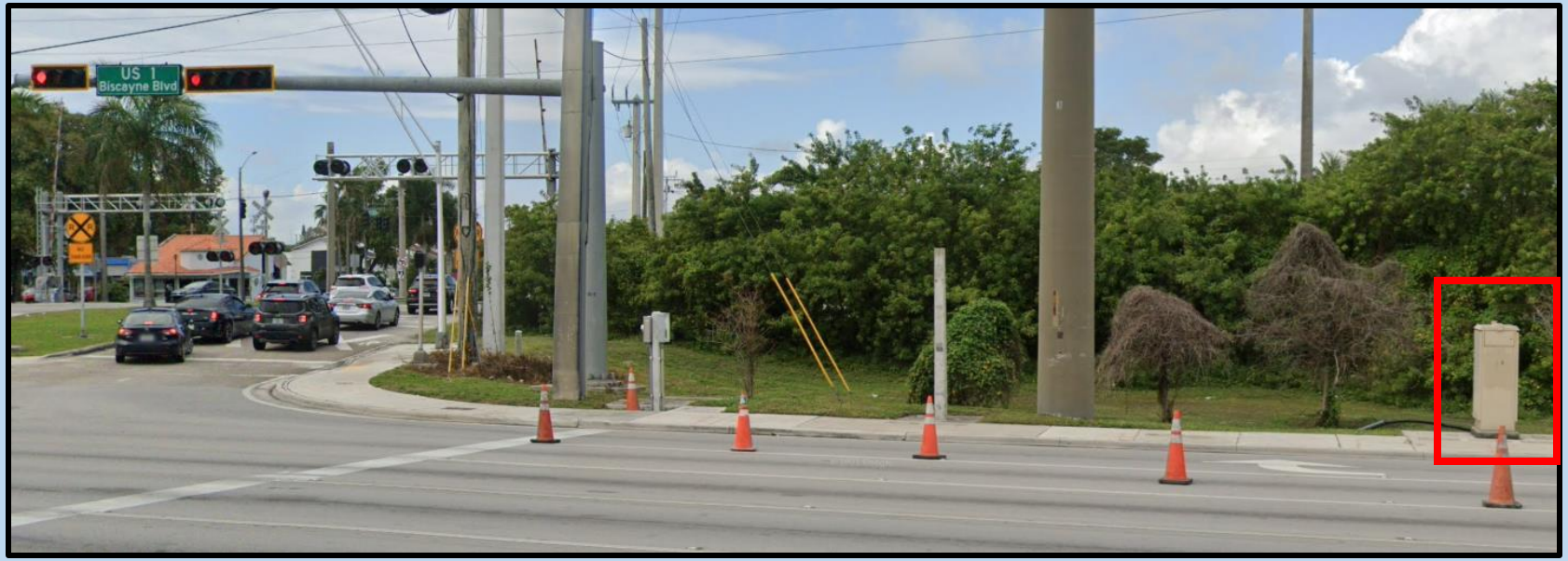


Intersections	
22nd Avenue	NE 159th Street
22nd Avenue	NE 163rd Street
22nd Avenue	NE 164th Street
22nd Avenue	NE 167th Street

**NE 22nd Avenue or W Dixie Hwy



Intersections	
22nd Avenue	NE 155th Street
22nd Avenue	NE 163rd Street
22nd Avenue	NE 164th Street
22nd Avenue	NE 167th Street



Intersections	
US 1 Biscayne Blvd	NE 172nd Street
W Dixie Hwy	NE 172nd Street



Intersections	
US 1 **Biscayne Blvd**	NE 172nd Street
W Dixie Hwy	NE 172nd Street

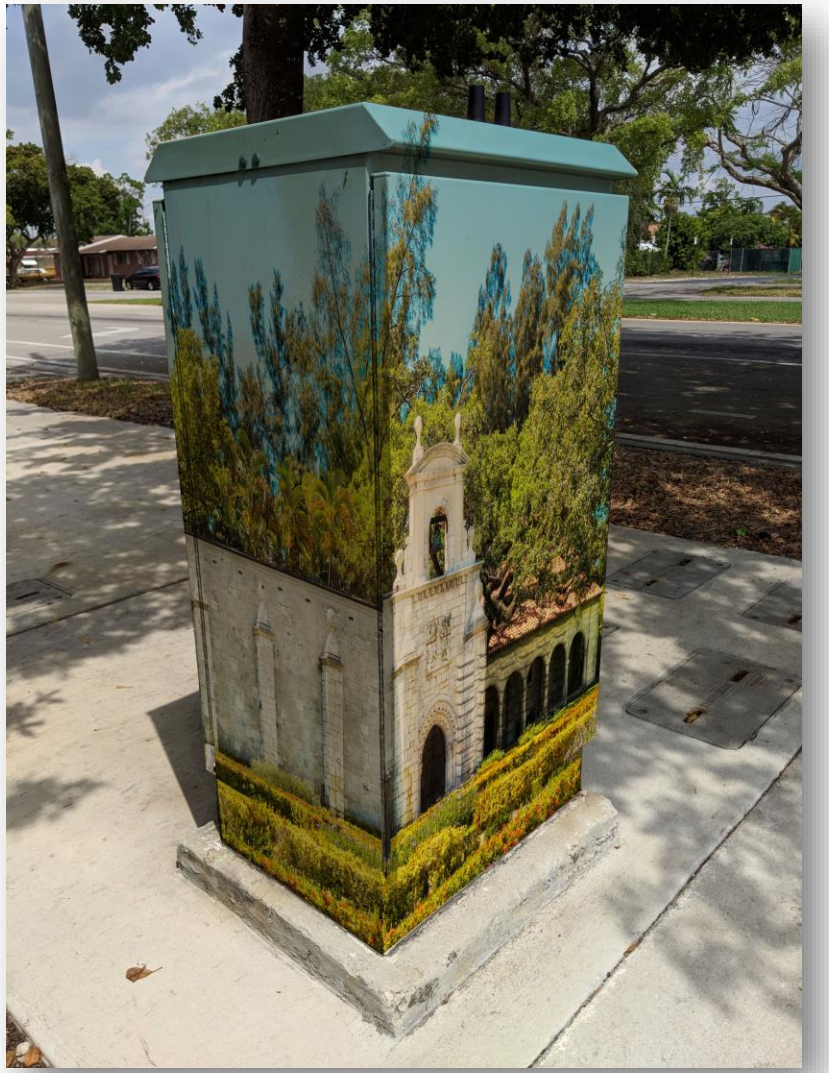
TRAFFIC SIGNAL CONTROLLER CABINETS

CONCEPTUAL DESIGN




TOTOR ART PLAZA


TOTOR ART PLAZA

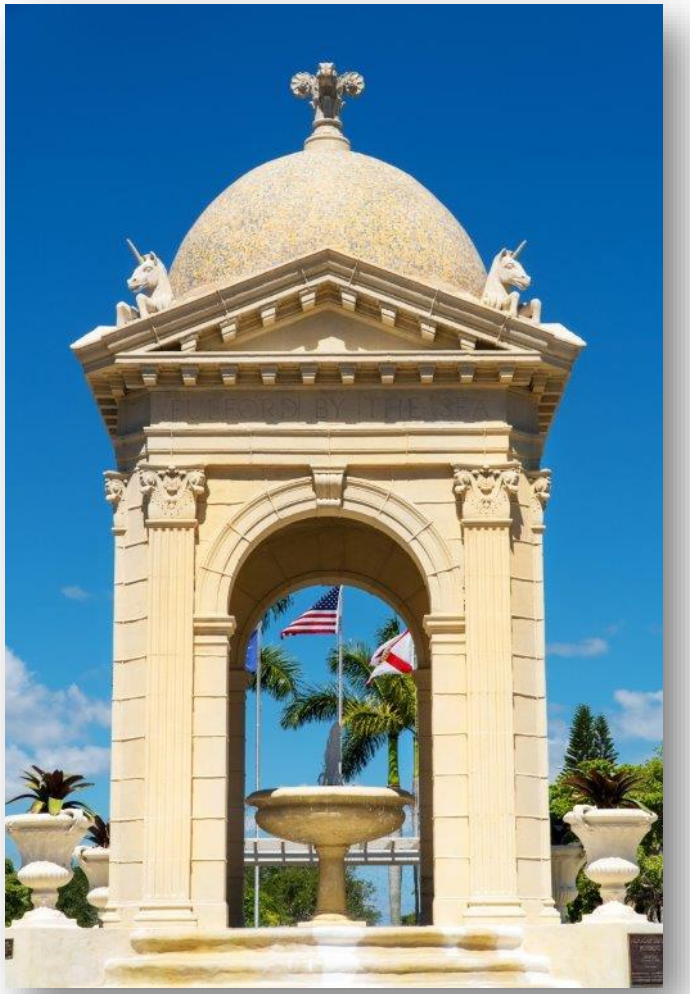















North Miami Beach





Consent Agenda
9.17.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Commissioner Lynn Su
VIA:	Darvin Williams, City Manager
DATE:	February 17, 2026

RE: Resolution No. R2026-26 Support of Miami-Dade County Immediate Suspension of Cuba-Related Licenses (Commissioner Lynn Su)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution

RESOLUTION NO. 2026-XX

RESOLUTION OF THE MAYOR AND CITY COMMISSION CITY OF NORTH MIAMI BEACH, FLORIDA, URGING PRESIDENT DONALD J. TRUMP TO DIRECT THE OFFICE OF FOREIGN ASSETS CONTROL (OFAC) AND BUREAU OF INDUSTRY AND SECURITY (BIS) TO IMMEDIATELY SUSPEND ANY APPLICABLE CUBA RELATED GENERAL LICENSES UNDER 31 C.F.R. §515.570, AUTHORIZED CARRIER SERVICES UNDER 31 C.F.R. §515.533, AND EXPORTS AUTHORIZED UNDER 15 C.F.R. §746.2, PENDING AUDITS FOR TIES TO THE CUBA RESTRICTED LIST AND FOR REVIEW OF THE NATURE AND DESTINATION OF GOODS AND SERVICES PROVIDED; URGING THE FLORIDA LEGISLATURE TO ENACT SENATE BILL 1176, HOUSE BILL 1397, OR SIMILAR LEGISLATION THAT WOULD REQUIRE ANY APPLICANTS FOR A LOCAL BUSINESS TAX RECEIPT, OR RENEWAL THEREOF, THAT CONDUCT TRANSACTIONS SUBJECT TO FEDERAL SANCTIONS PROGRAMS TO EXHIBIT AN ACTIVE LICENSE OR AUTHORIZATION FROM OFAC; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PROVIDE A REPORT TO THIS BOARD REGARDING THE CURRENT ENFORCEMENT STATUS OF LOCAL BUSINESS TAX FOR BUSINESSES UNLAWFULLY TRANSACTING BUSINESS WITH CUBA OR ANY PERSONS AFFILIATED WITH THE CUBAN GOVERNMENT, AND STRICTER ENFORCEMENT AND PENALTIES FOR SUCH BUSINESSES.

WHEREAS, Miami-Dade County is home to the largest Cuban exile community in the United States and serves as a major gateway for Cuba-related financial, shipping, and export activities; and

WHEREAS, in recent history, the Cuban government has engaged in troubling actions, some of which have amounted to terrorism or support thereof, including: shooting down civilian airplanes, providing safe harbor to members of foreign terrorist organizations, and allowing China to operate an electronic "eavesdropping" station on the island to monitor United States telecommunications; and

WHEREAS, accordingly, federal general licenses and export authorizations related to Cuba have a direct impact on Miami-Dade County residents, businesses, and public safety; and

WHEREAS, gaps in oversight and the infrequency of audits may have allowed bad actors, including regime agents and entities that are a front for the Cuban government, to exploit general licenses to move goods and services that are not strictly humanitarian in nature and that may benefit the Cuban communist regime; and

WHEREAS, citizens of Miami-Dade County have firsthand knowledge of the need for stronger compliance and enforcement, as evidenced by the Miami-Dade County Tax Collector's recent actions that have brought some regulatory concerns to light; and

WHEREAS, notwithstanding these actions, enforcement gaps may exist with respect to existing general licenses, such that additional targeted executive action is warranted; and

WHEREAS, on January 6, 2026, Senator Ana Maria Rodriguez (R – Doral) filed Senate Bill 1176 for consideration during the 2026 Florida Legislative Session, which provides that if an applicant for a local business tax receipt (or renewal thereof) conducts transactions subject to the sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the United States Department of the Treasury, such person must exhibit proof of an active license or authorization from OFAC before such local receipt may be issued; and

WHEREAS, notwithstanding these actions, enforcement gaps may exist with respect to existing general licenses, such that additional targeted executive action is warranted; and

WHEREAS, on January 6, 2026, Senator Ana Maria Rodriguez (R – Doral) filed Senate Bill 1176 for consideration during the 2026 Florida Legislative Session, which provides that if an applicant for a local business tax receipt (or renewal thereof) conducts transactions subject to the sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the United States Department of the Treasury, such person must exhibit proof of an active license or authorization from OFAC before such local receipt may be issued; and

WHEREAS, on January 9, 2026, Representative Alex Rizo (R – Hialeah) filed House Bill 1397 for consideration during the 2026 Florida Legislative Session, which is the identical House companion bill to SB 1176; and

WHEREAS, the City Commission would like for the federal government and the state to take additional measures with respect to regulatory oversight on transactions involving Cuba that are subject to federal sanctions programs; and

WHEREAS, the City Commission also desires that the City Manager provide the City Commission with additional information on the current enforcement status of local business tax for businesses unlawfully transacting business with Cuba, as well as stricter enforcement and civil and criminal penalties for such businesses,

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

Section 1. Urges President Donald J. Trump to direct the Office of Foreign Assets Control (OFAC) and the Bureau of Industry and Security (BIS) to immediately suspend any applicable Cuba-related general licenses under 31 C.F.R. §515.570, authorized carrier services under 31 C.F.R. §515.533, and exports authorized under 15 C.F.R. §746.2, pending audits for ties to the Cuba Restricted List and for review of the nature and destination of goods and services provided.

Section 2. Urges the Florida Legislature to enact Senate Bill 1176, House Bill 1397, or similar legislation that would require any applicants for a local business tax receipt, or renewal thereof, that conduct transactions subject to federal sanctions programs to exhibit an active license or authorization from OFAC.

Section 3. Directs the City Manager to provide a report to the City Commission regarding: (a) the current enforcement status of local business tax for businesses unlawfully transacting business with Cuba or any persons affiliated with the Cuban government; and (b) stricter enforcement and civil and criminal penalties for such businesses. The report should consider and include the input of the Miami-Dade County Tax Collector's Office. The completed report shall be provided to the City Commission within 60 days of the effective date of this resolution.

Section 4. Directs the City Clerk to transmit a certified copy of this resolution to the President of the United States, the United States Secretary of State, the Speaker of the United States House of Representatives, the President Pro Tempore of the United States Senate, the Chair and Members of the Florida Congressional Delegation, the Governor of Florida, the Speaker of the Florida House of Representatives, the President of the Florida Senate, and the Chair and members of the Miami-Dade State Legislative Delegation.

Section 5. Directs the City's state lobbyists to advocate for the action described in Section 1 above, and authorizes and directs the City Manager to: (a) amend the 2026 State Legislative Package to include this item, and (b) include this item in the 2026 Federal Legislative Package when it is presented to the Board.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Commission of the City of North Miami Beach, Florida, this _____ day of _____, 2026.

_____
MICHAEL JOSEPH
MAYOR

ATTEST:

_____
ANDRISE BERNARD
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
GREENSPOON MARDER
CITY ATTORNEY

SPONSORED BY: COMMISSIONER LYNN SU

Consent Agenda
9.18.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Commissioner Lynn Su
VIA:	Darvin Williams, City Manager
DATE:	February 17, 2026

RE: Resolution No. R2026-27 Authorizing the City Manager to Utilize Funds Allocated to Economic Development to Implement a New Business Initiative (Commissioner Lynn Su)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution

CITY OF NORTH MIAMI BEACH
RESOLUTION NO. 2026-___

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO UTILIZE FUNDS ALLOCATED TO THE ECONOMIC DEVELOPMENT DEPARTMENT TO IMPLEMENT A NEW BUSINESS INITIATIVE; PROVIDING FOR PROGRAM ELEMENTS INCLUDING MONTHLY SELECTION OF NEW BUSINESSES FOR PROMOTIONAL AND OPERATIONAL SUPPORT; PROVIDING FOR ADMINISTRATIVE IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of North Miami Beach recognizes that newly established and locally operated businesses play a vital role in strengthening the City's economic base, expanding employment opportunities, and enhancing the quality of life within the community; and

WHEREAS, New businesses often encounter significant operational and financial challenges during their initial months of operation, and strategic municipal support during this period can materially improve business visibility, sustainability, and long-term success; and

WHEREAS, The City's Economic Development Department is charged with advancing policies and initiatives that support business attraction, retention, and expansion within the City; and

WHEREAS, The Mayor and City Commission desire to authorize the City Manager to implement a structured New Business Initiative utilizing existing Economic Development Department funding to provide targeted promotional and event-based support to qualifying new businesses located within the City; and

WHEREAS, Such an initiative is consistent with the City's economic development goals and can be implemented without requiring additional budgetary appropriations at this time;

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

Section 1. Authorization.

The City Manager is hereby authorized to utilize funds allocated to the Economic Development Department to implement a New Business Initiative intended to support newly established businesses operating within the City of North Miami Beach.

Section 2. Program Elements.

The New Business Initiative shall include the monthly selection of one or more newly established businesses located within the City of North Miami Beach to receive City-supported promotion and assistance for a minimum period of thirty (30) days. Such support may include,

but shall not be limited to, promotional activities conducted through the City's official communication channels, vendor coordination and financial support for a grand opening or similar promotional event, and other forms of promotion or assistance tailored to the specific needs of the selected business as determined by the City Manager or designee, with the objective of improving the business's visibility, viability, and long-term presence within the community.

Section 3. Administration.

The City Manager, or designee, is authorized to establish eligibility criteria, application procedures, selection standards, funding thresholds, and administrative guidelines necessary to implement the New Business Initiative in a fair, transparent, and fiscally responsible manner.

Section 4. Funding Limitation.

Implementation of the New Business Initiative shall be limited to funds currently budgeted within the Economic Development Department, unless otherwise approved by the Mayor and City Commission, and shall further be subject to an annual expenditure cap not to exceed Ninety-Six Thousand Dollars ($96,000.00) in any fiscal year.

Section 5. Conflicts.

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

Section 6. Effective Date.

This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH AT A REGULAR MEETING HELD ON _____, 2025.

SPONSORED BY: Commissioner Lynn Su

_____

APPROVED:

_____
Michael Joseph, Mayor

ATTEST:

_____
Andrise Bernard, City Clerk

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

_____
City Attorney

Consent Agenda
9.19.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Commissioner Daniella Jean and Commissioner Jay Chernoff
VIA:	Darvin Williams, City Manager
DATE:	February 17, 2026

RE: Resolution No. R2026-28 Denouncing the Termination of Temporary Protected Status "TPS" (Commissioner Daniela Jean and Commissioner Jay Chernoff)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, DENOUNCING THE TERMINATION OF TEMPORARY PROTECTED STATUS ("TPS") FOR HAITI AND FOR OTHER COUNTRIES, AND URGING PRESIDENT DONALD J. TRUMP AND THE UNITED STATES CONGRESS TO REINSTATE TPS PROTECTIONS FOR HAITIANS AND FOR OTHERS PROTECTED BY TPS; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

WHEREAS, Temporary Protected Status ("TPS") is a humanitarian protection created by Congress to safeguard individuals who cannot safely return to their home countries due to armed conflict, natural disaster, or extraordinary and temporary conditions; and

WHEREAS, Haiti was first designated for TPS following the catastrophic 2010 earthquake, and subsequent redesignations reflected ongoing instability, natural disasters, and escalating violence that continue to jeopardize the safety of Haitian nationals; and

WHEREAS, on November 28, 2025, the U.S. Department of Homeland Security announced that it is terminating Haiti's TPS designation effective February 3, 2026, ending lawful protections and work authorization for Haitian nationals previously granted TPS; and

WHEREAS, this termination affects an estimated 330,000 to 500,000 Haitian TPS holders nationwide, many of whom have lived and worked legally in the United States for decades, raising families, contributing to the workforce, owning homes, and strengthening local economies, including thousands living in the City of North Miami Beach; and

WHEREAS, the U.S. government's assertion that Haiti "no longer meets the statutory requirements" for TPS starkly contradicts extensive documentation of worsening humanitarian conditions, with violence at record levels, over 1 to 1.4 million people displaced, constant kidnappings and disappearances and the failure of public safety and basic services in many parts of the country; and

WHEREAS, since the assassination of President Jovenel Moise on July 7, 2021, there have been no elections and in June 2025, the federal government imposed a travel

ban prohibiting the entry of Haitian nationals as both immigrants and non-immigrants, closing lawful pathways and further separating families; and

WHEREAS, in addition to the need for TPS by Haitians, many other countries are afflicted by intolerable conditions, and their people also require the protections afforded by TPS. These Countries include Venezuela, Cuba, Nicaragua, Honduras and Nepal, as well as others; and

WHEREAS, the City of North Miami Beach is home to one of the largest and most vibrant Haitian communities in the United States, with deep civic, economic, cultural, faith, and neighborhood ties, and the termination of TPS will inflict profound harm on families, employers, schools, and community institutions across the city; and

WHEREAS, the Mayor and City Commission strongly condemns the termination of Temporary Protected Status for Haitians and strongly urges President Donald J. Trump and the United States Congress to reinstate TPS in favor of Haitians and other affected people.

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

Section 1. Recommendation. The Mayor and City Commission of the City of North Miami Beach hereby urge President Donald J. Trump and the United States Congress to reinstate Temporary Protective Status ("TPS") to Haitians, and other TPS recipients, residing in the United States.

Section 2. Direction to City Clerk. The Mayor and City Commission of the City of North Miami Beach hereby direct the City Clerk to transmit a certified copy of this resolution to the President and Vice President of the United States, to the Speaker of the House of Representatives, to the Majority Leader of the Senate, and to the members of Florida's Congressional delegation.

Section 3. Effective Date. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Commission of the City of North Miami Beach, Florida, this _____ day of _____, 2026.

MICHAEL JOSEPH
MAYOR

ATTEST:

_____

ANDRISE BERNARD
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
GREENSPOON MARDER
CITY ATTORNEY

SPONSORED BY: COMMISSIONER DANIELLA JEAN AND COMMISSIONER JAY CHERNOFF

Legislation
11.1.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Zafar Ahmed, Community Development Director
VIA:	Darvin Williams, City Manager
DATE:	February 17, 2026

RE: Ordinance No. 2026-02 (First Reading) Public Notice General Amendment (Zafar Ahmed, Community Development Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Agenda Item Summary
- Staff Report
- Executed Interlocal Agreement
- Resolution
- Exhibit A
- Ordinance

Ord. 2026-XX – Public Notice General Ordinance Amendment GA-01-2026

TITLE:

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING CHAPTER II, ENTITLED STRUCTURE OF CITY GOVERNMENT, ARTICLE III. OFFICE OF THE CITY CLERK, SECTION 2-4 CITY CLERK; ARTICLE V DEPARTMENTS OF THE CITY GOVERNMENT, SECTION 2-9 DEPARTMENT OF PUBLIC SAFETY; AMENDING CHAPTER III, ENTITLED PURCHASING, SECTION 3-3 FORMAL CONTRACT PROCEDURES, AND SECTION 3-4 MISCELLANEOUS PROVISIONS; CHAPTER VII ENTITLED ELECTIONS, SECTION 7-7 VACANCY IN CANDIDACY, ELECTIVE OFFICES; CHAPTER XIV, ENTITLED BUILDING AND HOUSING, SECTION 14-8 ADMINISTRATION AND ENFORCEMENT OF BUILDING, PLANNING AND ZONING REGULATIONS; CHAPTER XVI, ENTITLED PROPERTY MAINTENANCE, SECTION 16-2 UPKEEP OF LOTS, PARCELS AND TRACTS AND SECTION 16-3 PROCEDURES FOR SALE OF LIENS; CHAPTER XVII, ENTITLED STREETS AND SIDEWALKS, SECTION 17-7 ABANDONMENT AND VACATION OF RIGHT-OF-WAYS AND EASEMENTS; CHAPTER XIX, ENTITLED WATER AND SEWERS, ARTICLE II WATER, SECTION 19-20 MISCELLANEOUS PROVISIONS, OF THE CITY'S CODE OF ORDINANCES TO ENABLE PUBLICATION OF REQUIRED LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON THE DESIGNATED MIAMI-DADE COUNTY WEBSITE CONSISTENT WITH R2025-188 INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY AND IN COMPLIANCE WITH FLORIDA STATUTE 50.0311 PUBLICATION OF ADVERTISEMENTS AND PUBLIC NOTICES ON A PUBLICLY ACCESSIBLE WEBSITE AND GOVERNMENTAL ACCESS CHANNELS; PROVIDING FOR FINDINGS OF FACT; CODIFICATION; CONFLICTS; SCRIVENER ERRORS; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

DESCRIPTION:

An ordinance of the City of North Miami Beach amending relevant sections of Chapter II, Structure of City Government; Chapter III, Purchasing; Chapter VII, Elections; Chapter XIV, Building and Zoning; Chapter XVI, Property Maintenance; Chapter XVII, Streets and Sidewalks; and Chapter XIX, Water and Sewers, regarding legal advertising and public notice requirements. These amendments enable the use of the Miami-Dade County website – legalads.miamidade.gov – in consistent with in the interlocal agreement approved by the Mayor and City Commission (R2025-188) on November 17, 2025, between the City of North Miami Beach and Miami-Dade County as attached in Exhibit A, and in conformance with Section 163.3225, Section 166.041, and Section 50.311, Florida Statute.

BACKGROUND ANALYSIS:

Pursuant to F.S. 50.0311 Miami Dade County established a publicly accessible website for the publication of legal advertisements and public notices. This website is known as legalads.miamidade.gov. In 2024 Miami-Dade County approved a model interlocal agreement between the County and any other

government agency in Miami-Dade County to facilitate the publication of legal advertisements and public notices in accordance with section 50.0311, Florida Statutes and authorizing the County Mayor to execute the interlocal agreement with any other government agency within Miami-Dade County. The Interlocal agreement between the City of North Miami Beach and Miami-Dade County is being fully executed by City and County staff as directed by Resolution No. R2025-188. This proposed Ordinance along with the companion Ordinance amending Chapter XXIV, will fully enable the use of the Miami-Dade County website for all Public Notice and Legal Advertising needs of the City.

Section 50.0311, Florida Statute permits use of a publicly accessible website for the publication of legally required advertisements and public notices only, "…if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper." To ensure full compliance with this requirement, the following analysis of legal advertising and public notice costs associated with calendar year 2025 for all items, excluding those mandated by Chapter XXIV, was conducted:

		Miami Herald		MDC Website
Type	Number of Ads (2025)	Unit Cost	Extended Cost	Projected Annual Cost
Office of the City Clerk (Sections 2-4 and 7-7)	12	$ 1,673	$ 20,076	N/A
Police Department* (Section 2-9)	0	$ 1,673	$ 0	N/A
Procurement Department* (Sections 3-3 and 3-4)	0	$ 1,673	$ 0	N/A
Community Development Department* (Sections 14-8, 16-2, 16-3, and 17-7)	0	$ 1,673	$ 0	N/A
NMB Water** (Section 19-20)	1	$ 1,673	$ 1,673	N/A
MDC Website***	N/A	N/A	N/A	$ 3,794
Total Costs			**$ 21,749**	**$ 3,794**

*Police, Procurement, and Community Development Department utilize legal means other than publication of newspaper advertisement for noticing the public under the requirements of these sections. Changes to these sections is necessary to provide maximum flexibility in public notice under these requirements moving forward.

**NMB Water intends to coordinate with the Office of the City Clerk (interdepartmental budget transfer) for its one (1) annual required notification as well as any extraordinary required public notifications.

***Projected cost includes three (3) Office of the City Clerk staff Miami-Dade County (MDC) website user licenses and publication of one (1) advertisement annually in the Miami Herald notifying the public of the publication of the City of North Miami Beach public notices and legal advertisements on the MDC – legalads.miamidade.gov – website, as required by Florida Statute.

Based on the 2025 legal advertising and public notice costs, staff estimates that the transition to publication of legal advertisements and public notices from the Miami Herald newspaper to the Miami-Dade County – legalads.miamidade.gov – website would result in the City of North Miami Beach avoiding approximately $18,000 per year in costs to the taxpayers.

Based on analysis of the Section 50.311, Florida Statute and current City of North Miami Beach Code of Ordinance provisions City staff makes the following recommendations:

Proposed revisions to City of North Miami Beach Code of Ordinances:

Chapter II Structure of Government; Article III. Office of the City Clerk; Section 2-4 City Clerk.

- Replacing references to "newspaper" advertisement with "on the designated publicly accessible website of Miami-Dade County in accordance with the requirements of Section 50.0311, Florida Statute"
- Renumbering provisions to provide greater consistency throughout the entirety of the currently adopted Code of Ordinances.

Chapter II Structure of Government; Article V. Departments of City Government; Section 2-9 Department of Public Safety.

- Replacing references to "newspaper" advertisement with "on the designated publicly accessible website of Miami-Dade County in accordance with the requirements of Section 50.0311, Florida Statute"
- Renaming the Section from "Department of Public Safety" to "Police Department" to ensure consistency of language with the City Charter.
- Renumbering provisions to provide greater consistency throughout the entirety of the currently adopted Code of Ordinances.
- Revising the minimum holding period prior to disposal of abandoned property from one hundred and twenty (120) days to ninety (90) days to align with requirements of Chapter 705 Florida Statute
- Adding clarifying language including references to the City Charter, adopted budget, and cross-references to other relevant and supporting Sections of the City Code of Ordinances.

Chapter III Purchasing, Section 3-3. Formal Contracting Procedures.; 3-3.4 Notice Inviting Bids

- Replacing references to "newspaper" advertisement with "on the designated publicly accessible website of Miami-Dade County in accordance with the requirements of Section 50.0311, Florida Statute"
- Renumbering provisions to provide greater consistency throughout the entirety of the currently adopted Code of Ordinances.

Chapter III Purchasing; Section 3-4 Miscellaneous Provisions.; 3-4.4 Open Market Procedures.

- Replacing references to "newspaper" advertisement with "on the designated publicly accessible website of Miami-Dade County in accordance with the requirements of Section 50.0311, Florida Statute"
- Renumbering provisions to provide greater consistency throughout the entirety of the currently adopted Code of Ordinances.

Chapter VII Elections; Section 7-7 Vacancy in Candidacy, Elective Offices.

- Replacing references to "newspaper" advertisement with "on the designated publicly accessible website of Miami-Dade County in accordance with the requirements of Section 50.0311, Florida Statute"
- Renumbering provisions to provide greater consistency throughout the entirety of the currently adopted Code of Ordinances.
- Correcting cross-references to other relevant and supporting Sections of the City Code of Ordinances and City Charter.

Chapter XIV Building and Housing; Section 14-8 Administration and Enforcement of Building, Planning, and Zoning Regulations; 14-8.20 Notices.

- Replacing references to "newspaper" advertisement with "on the designated publicly accessible website of Miami-Dade County in accordance with the requirements of Section 50.0311, Florida Statute"
- Renaming sub-section 14-8.20 from "Notices" to "Notices of Violation" to ensure consistency language and provide greater clarity regarding the nature of the provision.
- Renumbering provisions to provide greater consistency throughout the entirety of the currently adopted Code of Ordinances.
- Deleting provisions of subsection "b." in its entirety, as repetitive and redundant to the provisions stated in "(1)." and "(2)." as renumber [formerly numbered "a." "1. Thru 5" and "6. (a) thru (c)".]

Chapter XVI Property Maintenance; Section 16-2 Upkeep of Lots, Parcels, and Tracts; 16-2.8 Work by City, Publication of Notice of Lien.

- Replacing references to "newspaper" advertisement with "on the designated publicly accessible website of Miami-Dade County in accordance with the requirements of Section 50.0311, Florida Statute"

Chapter XVI Property Maintenance; Section 16-3 Procedure for Sale of Liens; 16-3.3 Publication of Notice.

- Replacing references to "newspaper" advertisement with "on the designated publicly accessible website of Miami-Dade County in accordance with the requirements of Section 50.0311, Florida Statute"

Chapter XVII Streets and Sidewalks; Section 17-7 Abandonment and Vacation of Right of Ways and Easements.

- Replacing references to "newspaper" advertisement with "on the designated publicly accessible website of Miami-Dade County in accordance with the requirements of Section 50.0311, Florida Statute"
- Renaming Section 17-7 to replace "Right of Ways" with the more grammatically correct "Rights of Way" to ensure consistency language and provide greater clarity regarding the nature of the provision.
- Renumbering provisions to provide greater consistency throughout the entirety of the currently adopted Code of Ordinances.

Chapter XIX Water and Sewers; Section 19-9 Miscellaneous Provisions.

- Replacing references to "newspaper" advertisement with "on the designated publicly accessible website of Miami-Dade County in accordance with the requirements of Section 50.0311, Florida Statute"
- Renumbering provisions to provide greater consistency throughout the entirety of the currently adopted Code of Ordinances.

RECOMMENDATION:

Move to approve Ordinance 2026-XX Public Notice General Ordinance Amendment, enabling the use of the Miami-Dade County designated publicly accessible website for publication of advertisements and public notices related to Chapter II, Structure of City Government; Chapter III, Purchasing; Chapter VII, Elections; Chapter XIV, Building and Zoning; Chapter XVI, Property Maintenance; Chapter XVII, Streets and Sidewalks; and Chapter XIX, Water and Sewers, by finding it consistent with Section 50.311, Florida Statute; Resolution R2025-188 Interlocal agreement with Miami Dade County; and the City of North Miami Beach Comprehensive Plan.

FISCAL/ BUDGETARY IMPACT:

Proposed Ordinance 2026-XX Public Notice General Ordinance Amendment, based on a staff analysis of 2025 legal advertising and public notice costs other than those directly related to Chapter XXIV Zoning and Land Development, is estimated to result in the City of North Miami Beach avoiding approximately $18,000 per year in direct costs to the City of North Miami Beach budget.

ATTACHMENT I

Community Development Department – Planning and Zoning Division
17050 NE 19th Avenue, 1st Floor
North Miami Beach, FL 33162
(305) 948-2966

STAFF REPORT – CITY COMMISSION MEETING		
Meeting Date: 01/20/2026	**Case Number:** GA-01-2026	**Name:** Public Notice General Ordinance Amendment

REQUEST

An ordinance of the City of North Miami Beach amending relevant sections of Chapter II, Structure of City Government; Chapter III, Purchasing; Chapter VII, Elections; Chapter XIV, Building and Zoning; Chapter XVI, Property Maintenance; Chapter XVII, Streets and Sidewalks; and Chapter XIX, Water and Sewers, regarding legal advertising and public notice requirements. These amendments enable the use of the Miami-Dade County website – legalads.miamidade.gov – in consistent with in the interlocal agreement approved by the Mayor and City Commission (R2025-188) on November 17, 2025, between the City of North Miami Beach and Miami-Dade County as attached in Exhibit A, and in conformance with Section 163.3225, Section 166.041, and Section 50.311, Florida Statute.

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Project Staff Planner:	Review Dates:	Attachment:
Mitchell S. Austin, AICP, CNU-A **Assistant Director** **Community Development Department**	**Planning & Zoning Board:** **NOT APPLICABLE** **City Commission Meeting:** **02/17/2026 – 1st Reading** **03/26/2026 – 2nd Reading**	I. **Staff Report** II. **Executed Interlocal Agreement** III. **Resolution R2025-188 - Executed** IV. **Ord 2026-XX – Including Exhibit A** V. **Presentation**

STAFF FINDINGS

Section 50.0311, Florida Statute permits use of a publicly accessible website for the publication of legally required advertisements and public notices only, "…if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper." To ensure full compliance with this requirement, the following analysis of legal advertising and public notice costs associated with calendar year 2025 for all items, excluding those mandated by Chapter XXIV, was conducted:

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MDC Website***	N/A	N/A	N/A	$ 3,794
Total Costs			**$ 21,749**	**$ 3,794**

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Based on the 2025 legal advertising and public notice costs, staff estimates that the transition to publication of legal advertisements and public notices from the Miami Herald newspaper to the Miami-

Dade County – legalads.miamidade.gov – website would result in the City of North Miami Beach avoiding approximately $18,000 per year in costs to the taxpayers.

Based on analysis of the Section 50.311, Florida Statute and current City of North Miami Beach Code of Ordinance provisions City staff makes the following recommendations:

Proposed revisions to City of North Miami Beach Code of Ordinances:

Full text in strikethrough-underline format is contained in Attachment VI – Exhibit A Public Notices Chapter II, III, VII, XIV, XVI, XVII, XIX – Strikethrough Underline. The following summarizes these proposed revisions:

Chapter II Structure of Government; Article III. Office of the City Clerk; Section 2-4 City Clerk

- Replacing references to "newspaper" advertisement with "on the designated publicly accessible website of Miami-Dade County in accordance with the requirements of Section 50.0311, Florida Statute"
- Renumbering provisions to provide greater consistency throughout the entirety of the currently adopted Code of Ordinances.

Chapter II Structure of Government; Article V. Departments of City Government; Section 2-9 Department of Public Safety

- Replacing references to "newspaper" advertisement with "on the designated publicly accessible website of Miami-Dade County in accordance with the requirements of Section 50.0311, Florida Statute"
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Chapter III Purchasing, Section 3-3. Formal Contracting Procedures.; 3-3.4 Notice Inviting Bids

- Replacing references to "newspaper" advertisement with "on the designated publicly accessible website of Miami-Dade County in accordance with the requirements of Section 50.0311, Florida Statute"
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Chapter III Purchasing; Section 3-4 Miscellaneous Provisions.; 3-4.4 Open Market Procedures

- Replacing references to “newspaper” advertisement with “on the designated publicly accessible website of Miami-Dade County in accordance with the requirements of Section 50.0311, Florida Statute”
- Renumbering provisions to provide greater consistency throughout the entirety of the currently adopted Code of Ordinances

Chapter VII Elections; Section 7-7 Vacancy in Candidacy, Elective Offices

- Replacing references to “newspaper” advertisement with “on the designated publicly accessible website of Miami-Dade County in accordance with the requirements of Section 50.0311, Florida Statute”
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- Correcting cross-references to other relevant and supporting Sections of the City Code of Ordinances and City Charter

Chapter XIV Building and Housing; Section 14-8 Administration and Enforcement of Building, Planning, and Zoning Regulations; 14-8.20 Notices

- Replacing references to “newspaper” advertisement with “on the designated publicly accessible website of Miami-Dade County in accordance with the requirements of Section 50.0311, Florida Statute”
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Chapter XVI Property Maintenance; Section 16-2 Upkeep of Lots, Parcels, and Tracts; 16-2.8 Work by City, Publication of Notice of Lien

- Replacing references to “newspaper” advertisement with “on the designated publicly accessible website of Miami-Dade County in accordance with the requirements of Section 50.0311, Florida Statute”

Chapter XVI Property Maintenance; Section 16-3 Procedure for Sale of Liens; 16-3.3 Publication of Notice

- Replacing references to “newspaper” advertisement with “on the designated publicly accessible website of Miami-Dade County in accordance with the requirements of Section 50.0311, Florida Statute”

Chapter XVII Streets and Sidewalks; Section 17-7 Abandonment and Vacation of Right of Ways and Easements

- Replacing references to "newspaper" advertisement with "on the designated publicly accessible website of Miami-Dade County in accordance with the requirements of Section 50.0311, Florida Statute"
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- Renumbering provisions to provide greater consistency throughout the entirety of the currently adopted Code of Ordinances

Chapter XIX Water and Sewers; Section 19-9 Miscellaneous Provisions

- Replacing references to "newspaper" advertisement with "on the designated publicly accessible website of Miami-Dade County in accordance with the requirements of Section 50.0311, Florida Statute"
- Renumbering provisions to provide greater consistency throughout the entirety of the currently adopted Code of Ordinances.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The proposed Public Notice General Ordinance Amendment is supported by the following goals, objectives, and policies of the City of North Miami Beach Comprehensive Plan.

Intergovernmental Coordination Element

Goal 1

To maintain or establish processes to assure coordination with other governmental entities where necessary to implement this plan.

Objective 1.1

Coordinate City plan implementation with other governmental entities on a formal basis as specifically outlined earlier in the analysis section of this element.

Policy 1.1.1

The City Manager shall oversee the implementation of the recommendations outlined in the Analysis section of this element providing information to other public entities as necessary.

RECOMMENDED MOTION:

Move to approve Ordinance 2026-XX Public Notice General Ordinance Amendment, enabling the use of the Miami-Dade County designated publicly accessible website for publication of advertisements and public notices related to Chapter II, Structure of City Government; Chapter III, Purchasing; Chapter VII, Elections; Chapter XIV, Building and Zoning; Chapter XVI, Property Maintenance; Chapter XVII, Streets and Sidewalks; and Chapter XIX, Water and Sewers, by finding it consistent with Section 50.311, Florida

Statute; Resolution R2025-188 Interlocal agreement with Miami Dade County; 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 recommend approval with amendments or denial should include stated cause or causes of said action.

FISCAL/BUDGETARY IMPACT:

Proposed 2026-XX Public Notice General Ordinance Amendment, based on a staff analysis of 2025 legal advertising and public notice costs other than those directly related to Chapter XXIV Zoning and Land Development, is estimated to result in the City of North Miami Beach avoiding approximately $18,000 per year in direct costs to the City of North Miami Beach budget.

ATTACHMENT II

Interlocal Access Agreement for Local Government Publication of Legal Advertisements and Public Notices on County Designated Website

This Interlocal Agreement ("Agreement") is made and entered into by and between Miami-Dade County, Florida ("County"), a political subdivision of the State of Florida, and City of North Miami Beach, a municipality, other unit of local government or other political subdivision in the State of Florida ("Local Government"). The parties to this agreement are solely the County and the Local Government (each a "Party," and collectively the "Parties").

RECITALS

A. Section 50.011 of the Florida Statutes provides requirements relating to the publication of legal notices, including requirements relating to the types of newspapers and print publications that may be utilized for official legal advertisements and notices placed by local governments; and

B. Section 50.011 also provides that such advertisements and notices may instead by placed on a publicly accessible website, as provided in section 50.0311; and

C. Section 50.0311 in turn provides that "[a] governmental agency may use the publicly accessible website of the county in which it lies to publish legally required advertisements and public notices if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper"; and

D. Pursuant to section 50.0311, the County has decided to designate a publicly accessibly website – **legalads.miamidade.gov** – for the publication of legally required advertisements and public notices, provided the cost of publishing such advertisements and notices on this website is less than the cost of publishing them in print; and

E. Local Government desires to utilize the County's designated publicly accessible website for the online publication of certain advertisements and notices, in accordance with section 50.0311; and

F. The Parties wish to enter into this Agreement to facilitate the Local Government's use of the County's publicly accessible website to publish certain legal advertisements and public notices and to address, among other matters, costs, parameters, and indemnification.

TERMS

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are approved and incorporated herein.

2. Designation of Website. The County has designated **legalads.miamidade.gov** ("Website") as the publicly accessible website for the publication of legal advertisements and notices by governmental agencies in Miami-Dade County, pursuant to section 50.0311 of the Florida Statutes. At any time, the County may, in its sole discretion, choose to designate a different website for this purpose. If the County does so, it shall provide notice in a manner of its choosing to the Local Government and any such new designation shall be automatically effective upon the date stated in County's notice. Any such new designation shall not require amendment of this Agreement. Such newly designated website shall be thereafter deemed the "Website" for purposes of this Agreement.

3. Utilization of Website. The Local Government may utilize the Website for its publication of legally required advertisements and public notices in accordance with the requirements of section 50.0311 of the Florida Statutes, if and to the extent it elects to do so. Nothing in this Agreement obligates the Local Government to utilize the Website for publication of any particular advertisement or notice. For any advertisements and notices that the Local Government wishes to publish on the Website, the County shall provide the Local Government with the ability to do so in a manner of the County's choosing. All postings by the Local Government must include contact information to ensure prompt identification of the responsible party. Separate and apart from its use of the Website, the Local Government shall be solely responsible for the placement of any advertisements or notices that the Local Government is required, or chooses, to publish in a print publication and for any advertisements or notices that the Local Government provides by mail or email pursuant to section 50.0311(6) or any other applicable law, rule, or regulation.

4. Term. The term of this Agreement shall commence upon the date it is fully executed by the Parties ("Effective Date") and shall continue until terminated by either Party as otherwise provided herein for a period not to exceed five years, with a possible option to renew, as provided herein.

5. Extensions. The County may extend this Agreement for two additional five-year terms (each an "Extension Term") on the same terms and conditions stated in this Agreement, though costs may change, by sending notice to the Local Government at least 30 days prior to the expiration of the then-current term. It is provided, however, that nothing

herein shall be deemed to preclude the Parties from entering into additional agreements in the future relating to the Local Government's use of the Website.

6. Compliance with Legal Requirements. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. For the duration of this Agreement, the Local Government shall be solely responsible for verifying and ensuring its eligibility to utilize the Website in accordance with section 50.0311 and for adherence to all applicable requirements, obligations, duties, procedures, and conditions set forth in chapter 50 of the Florida Statutes, including, but not limited to, section 50.0311, and in any other applicable federal, state, or local law, rule, or regulation, as may be amended from time to time ("Legal Requirements"). The County shall have no responsibility for ensuring that the Local Government, or its use of the Website, complies with such Legal Requirements or any other law, rule, or regulation.

7. County Actions are Ministerial. The Local Government acknowledges that any and all advertisements and notices published on the Website are prepared and published by the Local Government and not the County, and that any and all actions of the County in conjunction with or relating to the designation of the Website for use by the Local Government are, and shall be construed at all times as being, purely ministerial acts.

8. Services Description. The County will provide the Local Government access to publishing its legal advertisements and notices on the Website. The County will supply the software, licensing, maintenance, and prerecorded online video trainings required to provide Local Governments with access to the Website, with a maximum of two users each, to publish legal advertisements and public notices. The Local Government will be responsible for promptly notifying the County when any agents or employees of the Local Government should have their access to the Website revoked. The County will maintain the email distribution list for users that opt-in to receive email or direct mail from the County. However, the Local Government will be responsible for maintaining its own email and first-class mailing lists or distribution as part of Section 50.011 of the Florida Statutes. The County is not responsible for connectivity disruptions or delays caused by circumstances beyond its control.

9. Training. The County will provide prerecorded online video training sessions that can be accessed by the Local Government to assist with its use of the Website. As part of this Agreement, the County may provide updates regarding new capabilities and features, if applicable.

10. Support. The Local Government will have access to the online FAQ page to review answers to commonly asked questions. The County will provide support contact details,

which may include a contact group, form, or individual, at the start of the agreement upon onboarding. County support hours are between the hours of 8 a.m. and 5 p.m. Monday through Friday, excluding observed County holidays. The County shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services. Urgent requests necessitating expedited processing outside of support hours are subject to additional fees, as delineated in the current Communications and Customer Experience Department (CCED) and Information Technology Department (ITD) rate sheets. Support service does not include support for errors caused by third party products or applications for which the County is not responsible.

11. Financial Responsibility. The Local Government shall bear all fees and costs relating to its use of the Website, including, but not limited to, fees and costs associated with any software and licensing, or website maintenance necessitated by Local Government's use of the Website, and any County administrative staff time required to facilitate Local Government's use of the Website. In a manner of its choosing, the County, or such entity designated by the County, shall invoice the Local Government for such fees and costs and, upon receipt of such invoice, the Local Government shall be responsible for the timely payment of all such fees and costs. Additionally, separate and apart from its use of the Website, the Local Government shall be solely responsible for any and all costs associated with the placement of any advertisements or notices that the Local Government is required, or chooses, to publish in a print publication and for any advertisements or notices that the Local Government provides by mail or email pursuant to section 50.0311(6) or any other applicable law, rule, or regulation. If the Local Government fails to pay such fees and costs in a timely manner, the County may terminate the Local Government's access to the Website, and the County shall have no liability to the Local Government for such termination or lack of access due to non-payment.

12. Costs. The annual necessary software, maintenance, and support costs for each Local Government are estimated to be $707 per Local Government agent or employee user. This figure represents an approximate estimate of the anticipated recurring annual costs, which may vary from year-to-year, and nothing herein shall be deemed to preclude the County from charging the Local Government the actual costs associated with its use of the Website in a given year, as provided in paragraph 11. In addition, such costs may be subject to annual increases at the County's discretion, and the Parties agree that the estimated annual cost figure set forth in this paragraph shall be adjusted and deemed amended herein accordingly.

13. Reimbursable Expenses. The Local Government will not be reimbursed for expenses it bears unless expressly provided for in this Agreement.

14. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement.

15. Indemnification. Local Government shall indemnify and hold harmless the County and all of the County's current, past, and future officers, agents, and employees (collectively, "Indemnified Parties") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and (i) relating to the Local Government's use of the Website or the Local Government's advertisements or notices published on the Website, or (ii) caused or alleged to be caused, in whole or in part, by any breach of this Agreement by the Local Government, or (iii) any intentional, reckless, or negligent act or omission of the Local Government, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement or the Local Government's use of the Website. The Local Government further agrees and acknowledges that, from time to time, issues relating to, for example, technological glitches or failures, hardware or software malfunction, connectivity, and loss of power may arise and that such issues may impact the ability of the Local Government to use the Website to publish advertisements and notices. The Local Government agrees and acknowledges that the County shall not be liable for any such issues, and further agrees to indemnify and hold harmless the Indemnified Parties from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity relating to such issues. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

16. Termination. Either Party may terminate this Agreement without cause upon at least 90 days' prior written notice to the other Party. This Agreement may also be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within 30 days after receipt written or electronic notice of from the aggrieved Party identifying the breach. In addition, if the publication of advertisements and notices on the Website is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of the County's designated publicly accessible website for publication of such advertisements and notices, this Agreement

will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.

17. Public Records. The Parties acknowledge and agree that as political subdivisions of the State of Florida, both Parties are subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Nevertheless, the County is not the custodian of the Local Government's records and the Local Government acknowledges and agrees that the County does not assume responsibility for handling or responding to any public records requests submitted to the Local Government. Each Local Government shall be responsible for maintaining, in accordance with the requirements of Florida law and retention schedules, all records associated with its own legal advertisements and notices posted on the Website and for fulfilling public records requests relating to such legal advertisements and notices. In the event that any confidential records or materials are exchanged, the Parties shall endeavor to treat the other Party's confidential information as it would treat its own confidential information of a similar nature. In the event that third party records are exchanged, the Parties mutually agree to inform the other Party of any requirements or potential confidential nature of such records. The parties' compliance with, or good faith attempt to comply with, the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

18. Notices. Unless expressly provided otherwise in another section of this Agreement, for any notice to a Party to be effective under this Agreement, such notice must be sent via U.S. first class mail, with a copy sent contemporaneously via email, to the addresses listed below. Such notice shall be effective upon mailing. A Party may at any time provide written notice to the other Party designating a new address for receipt of future notices. Any such notice of a newly designated address shall be kept with, and deemed a part of, this Agreement.

FOR MIAMI-DADE COUNTY:
Miami-Dade County Communications and Customer Experience Department
ATTN: Inson Kim
111 NW 1st Street
Suite 2510
Miami, FL 33128

FOR LOCAL GOVERNMENT:
Office of the City Clerk
ATTN: Andrise Bernard, MMC, City Clerk
17011 NE 19th Avenue
N. Miami Beach, FL 33162

19. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

20. Assignment. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by either Party without the prior written consent of the other Party. It is provided, however, this provision shall not be deemed to prohibit the County, in its sole discretion, from procuring any goods or services relating to the operation, maintenance, or use of the Website by the County or the Local Government.

21. Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

22. Severability. If any provision of this Agreement is found to be unenforceable, in any respect, by any court of competent jurisdiction, that provision shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

23. Third-Party Beneficiaries. Neither the Local Government nor the County intends to directly or substantially benefit any third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement or to seek any interpretation or declaratory or injunctive relief pertaining to the Agreement.

24. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit

shall be in the United States District Court for the Southern District of Florida. **EACH PARTY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PARTICIPATION AGREEMENT.**

25. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed on behalf of the County and the Local Government, respectively, by persons authorized to execute same on their behalf.

26. Representation of Authority. Each person executing this Agreement on behalf of a Party represents and warrants that such person is, on the date the person signs this Agreement, duly authorized by all necessary, such as the Clerk's Office, and appropriate action to execute this Agreement on behalf of such Party and that the person does so with full legal authority.

27. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

28. Materiality and Waiver or Breach. Each requirement, duty, and obligation set forth herein is understood to be bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: MIAMI DADE COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Mayor or County Mayor's Designee, authorized to execute same by Board action on _____, and the Local Government, signing by and through its Clerk's Office, duly authorized to execute same.

MIAMI-DADE COUNTY, by and through
its County Mayor or County Mayor's Designee

Approved as to form
and Legal Sufficiency

Assistant County Attorney

1/15/26
Date

By: _____

6th day of JANUARY, ~~2025~~ 2026

LOCAL GOVERNMENT

City of North Miami Beach

11.20.25

Tanya Katerman
Interim DCM

ATTEST:

for By: _____
Andrew Plotkin, Interim City Manager

Andrise Bernard
Andrise Bernard, MMC, CITY CLERK

_____ day of _____, 2025

Approved as to form
and legal sufficiency:
GREENSPOON MARDER, LLP

Ahmad Johnson
CITY ATTORNEYS

RESOLUTION NO. R2025-188

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN THE INTERLOCAL ACCESS AGREEMENT FOR LOCAL GOVERNMENTAL PUBLICATION OF LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON COUNTY DESIGNATED WEBSITE, PROVIDING FOR FINDINGS OF FACT; CONFIRMING EXPIRAION AND LIMITATION OF APPROVAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 50.011 of Florida Statutes provides that the publication of legal notices, may be placed on specified types of newspapers and print publications; and

WHEREAS, Section 50.0311 of Florida Statutes provides that such advertisements and notices may instead be placed on a publicly accessible website of the county; and

WHEREAS, Section 50.0311 further provides that "[a] governmental agency may use the publicly accessible website of the county in which it lies to publish legally required advertisements and public notices if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper"; and

WHEREAS, pursuant to Section 50.0311, Miami-Dade County has decided to designate a publicly accessibly website – legalads.miamidade.gov – for the publication of legally required advertisements and public notices, provided the cost of publishing such advertisements and notices on this website is less than the cost of publishing them in print; and

WHEREAS, the City of North Miami Beach desires to utilize the Miami-Dade County designated publicly accessible website – legalads.miamidade.gov – for the online publication of certain advertisements and notices, in accordance with section 50.0311; and

WHEREAS, the Mayor and City Commission find that it is in the City's best interests to enter into an interlocal agreement, titled – Interlocal Access Agreement for Local Government Publication of Legal Advertisements and Public Notices on County Designated Website, and attached herein as EXHIBIT A, with Miami-Dade County for the publication of certain advertisements and public notices and to address, among other matters, costs, parameters, and indemnification.

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

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

Section 2. **Authorization to the Interim City Manager.** The Mayor and City Commission, hereby grants the Interim City Manager, Andrew Plokin, the authority, to sign and submit the Interlocal Access Agreement for Local Government Publication of Legal Advertisements and Public Notices on County Designated Website, attached herein as EXHIBIT A, to Miami-Dade County on behalf of the City of North Miami Beach, based on the findings and concurrence described above.

Section 3. **Conflicts.** All resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. **Effective Date.** This Resolution shall be in force and take effect immediately upon its passage and adoption.

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APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **17th day of November 2025.**

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
MAYOR

(CITY SEAL)

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

GREENSPOON MARDER, LLP

BY:
CITY ATTORNEYS

Sponsored By: Mayor and City Commission

COMMISSIONERS	YES	NO	ABSTAIN	ABSENT
Mayor Michael Joseph	✓			
Vice-Mayor Daniela Jean	✓			
Commissioner Jay Chernoff	✓			
Commissioner Lynn Su	✓			
Commissioner Fortuna Smukler	✓			
Commissioner McKenzie Fleurimond	✓			
Commissioner Phyllis Smith	✓			

ATTACHMENT II – EXHIBIT A

* * *

CHAPTER II STRUCTURE OF CITY GOVERNMENT

* * *

ARTICLE III OFFICE OF THE CITY CLERK

* * *

Section 2-4 CITY CLERK.

…

(A). ~~2-4.1~~ Duties and Responsibilities; Exclusions.

(1). ~~a.~~ The City Clerk of the City of North Miami Beach or the Clerk's authorized designee shall attend all regular and special meetings of the City Commission and any other meetings as requested by the City Commission. The City Clerk shall be the custodian of all City records including all electronically recorded tapes of any and all proceedings or meetings of the City Commission and all Boards, Commissions and Committees of the City. The City Clerk shall also be responsible for transcribing the minutes or proceedings of Commission meetings and for maintaining copies of same. The City Clerk shall be responsible for gathering and storing original ordinances, resolutions, deeds, agreements, contracts, and any other City documents as well as copies of the minutes of all Board, Commission and Committee meetings. The City Clerk shall be the Supervisor of City Elections, ensure that all new ordinances are properly codified in the Code of Ordinances and provide for the updating of the Code of Ordinances. The City Clerk, as Custodian of the City Records, shall oversee the maintenance of any records necessary to the City in its ordinary course of business and provide and maintain proper storage for the preservation of all such records. The Clerk shall be responsible for posting notices of City Commission meetings and placing all necessary advertisements of same ~~in newspapers~~ as required on the designated publicly accessible website of Miami-Dade County in accordance with the requirements of Section 50.0311, Florida Statute. The City Clerk shall administer the required oath of office to those individuals requiring same. The City Clerk shall perform any and all other duties as may be further assigned by the City Commission from time to time.

(2). ~~b.~~ The City Clerk shall not be responsible for maintaining documents maintained by various departments including the following: All documents of the Department of Community Development, other than tapes relating to the Planning and Zoning

Board, including building permits and plans which shall be kept and maintained by the Department of Community Development; records of the Public Utilities Commission, excluding tapes which shall be kept and maintained in the Public Services Director's office; minutes and records of the Retirement Committee, excluding tapes which shall be kept and maintained by the Human Resources Department, which Department shall also maintain all personnel records. Police Department records shall be kept and maintained by the Police Department under the supervision of the Chief of Police. Civil Service records shall be kept and maintained in the Human Resources Office.

(3). ~~c.~~ The Secretary of each Board and Commission of the City shall file with the City Clerk as soon as possible after each meeting all electronically recorded tapes and a copy of the minutes of each meeting.

(1957 Code § 2-31.21; Ord. No. 80-30 § 2, 6-10-80; Ord. No. 2010-29 § 2, 1-18-11; Ord. No. 2017-2, § 2, 2-21-17)

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ARTICLE V DEPARTMENTS OF CITY GOVERNMENT

* * *

Section 2-9 Police Department ~~of Public Safety~~

(A). ~~2-9.1~~ **Established.** There is hereby established and provided a Police Department in and for the City, ~~which Department~~ to be headed by a Chief of Police.

(1957 Code § 2-45a; Ord. No. 865 § 1, 6-4-58)

(B). ~~2-9.2~~ **Members of the Department.** There shall be as many officers, patrolmen, and other personnel as the City Commission shall approve by adopted budget.

(1957 Code § 2-45b; Ord. No. 865 § 2, 6-4-58; Ord. No. 2017-2, § 2, 2-21-17)

(C). ~~2-9.3~~ **Duties of the Chief of Police.** The Chief of Police shall be responsible for the proper performance of his/her duties and for the administration of the affairs and duties of the Police Department as more fully set forth in the City Charter Article VIII Police Department~~, of the Charter as set out in Part I of this Code~~. It shall be the duty of the Department to enforce the ordinances of the City and to maintain and preserve order therein.

(1957 Code § 2-45c; Ord. No. 865 § 3, 6-4-58; Ord. No. 2017-2, § 2, 2-21-17)

(D). ~~2-9.4~~ **Powers of Police Officers.** Members of the Police Department shall enjoy and possess such powers as may be authorized by the general laws of the State of Florida, the City Charter, and Code of Ordinances of the City not inconsistent therewith.

(1957 Code § 2-45d; Ord. No. 865 § 4, 6-4-58; Ord. No. 2017-2, § 2, 2-21-17)

Ord. No. 2017-2, § 2, 2-21-17, changed the title of § 2-9.4 from "Powers of Policemen" to read as herein set out.

Cross reference(s) – As to powers and duties of member of the Police Department, Chapter IX Offenses and Miscellaneous Provisions.

Cross reference(s) – As to Off-Duty Police Services, Chapter II Structure of City Government, Section 2-11 – Off-duty Police Services; Permit Required for Services of Off-Duty Police.

(E). ~~2-9.5~~ **Protection of Rights.** No part of this section shall be construed so as to violate, repeal, contradict or infringe upon the rights, duties, and privileges of classified personnel

~~now (June 4, 1958), in the Police Department or classified personnel~~ to be added to the Police Department under Civil Service rules and regulations presently obtaining or hereafter to be enacted or amended.

(1957 Code § 2-45e; Ord. No. 865 § 5, 6-4-58)

(F). ~~2-9.6~~ **Disposal of Abandoned Property.**

(1). ~~a.~~ Authority. The Police Department of the City is hereby granted the authority to dispose of all abandoned personal property in the possession of ~~such~~ the Department for a period of more than ninety (90) ~~one hundred twenty (120)~~ days pursuant to the requirements of Chapter 705 Florida Statute.

(2). ~~b.~~ Advertising Sale. Such personal property shall first be advertised for sale by public auction on the designated publicly accessible website of Miami-Dade County in accordance with the requirements of Section 50.0311, Florida Statute.~~in a newspaper of general circulation in Miami-Dade County.~~

(3). ~~c.~~ Number of Publications of Notice. Such notice of sale shall be published no less than ~~one (1) time per week for~~ two (2) consecutive weeks prior to such sale.

(4). ~~d.~~ Date of Sale. The date of sale shall be no less than fifteen (15) days from the date of last publication.

(5). ~~e.~~ Posting Notice. Notice of such sale is to be placed in a conspicuous location of the City Hall.

(6). ~~f.~~ Disposition of Unsold Property. All such property not purchased at such sale may be sold at private sale or be donated to an organized charity.

(7). ~~g.~~ Disposition of Proceeds. All funds received from the sale of such abandoned property shall be placed in the general fund of the City.

(Ord. No. 726 §§ 1-7, 7-20-57; 1957 Code § 2-45.1)

Charter reference(s)—For provisions relating to the Police Chief and Police Department, see City Charter Article VIII. ~~§§ 86-89,~~ inclusive.

Cross reference(s)—As to interfering with Police in the discharge of their duties, see subsection 9-2.1.

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CHAPTER III PURCHASING

* * *

Section 3-3 Formal Contract Procedures

…

3-3.4 Notice Inviting Bids.

(A). ~~a.~~ **Advertisements**. Notice inviting solicitations. Except of those solicitations that are required by statute to be advertised on the designated publicly accessible website of Miami-Dade County in accordance with the requirements of Section 50.0311, Florida Statute, ~~in a newspaper~~, notices inviting solicitations shall be published electronically. A general description of the commodities or services to be purchased, a statement of where the solicitation documents may be obtained, and the date, time and place of receipt is to be provided.

(B). ~~b.~~ **Bidders List.** The Purchasing Agent shall attempt to solicit sealed bids from all responsible prospective suppliers who have requested their names to be added to a "bidders list," which the Purchasing Agent shall maintain, by sending them a copy of such notice. In any case, invitations sent to the vendors on the bidders list shall be limited to commodities that are similar in character and originally handled by the trade group where the invitations are sent. Also, the Purchasing Agent shall solicit and seek responsible bidders from the local area in addition to existing bidders list. Should the list be inordinately long, the Purchasing Agent may mail notice according to a predetermined criteria, e.g. location of firm.

(C). ~~c.~~ **Electronic Notice.** Unless otherwise provided by State Law, the Purchasing Agent shall have the discretion to satisfy the notice requirement by providing notice for invitation to bid, request for proposals, request for letters of interest, and other solicitations by posting on the City's website and using industry specific website notifications systems, including but not limited to email distribution systems as an alternative to newspaper advertising. Electronic notices shall provide that receipt of bids, proposals, or other offers shall be received not earlier than ten (10) days from the first announcement or posting of such electronic notice.

(Ord. No. 98-12 § 2B-24; Ord. No. 2016-12, § 2, 11-15-16; Ord. No. 2018-11, § 2, 10-16-18)

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Section 3-4 Miscellaneous Provisions.

…

3-4.4 Open Market Procedures.

All purchasing of supplies and services of a total estimated yearly value of up to the bid limit may be made in the open market without ~~newspaper~~ advertisement on the designated publicly accessible website of Miami-Dade County in accordance with the requirements of Section 50.0311, Florida Statute, and without observing the procedures prescribed by this chapter for formal purchasing procedures. The following procedures shall apply to such purchases:

(1). ~~a.~~ **Comparative Price Quotations or Informal Bids.**

a. The Agent shall keep records of oral and written quotations for open market purchases and shall use all reasonably available and current bidders and suppliers lists.

b. Quotations in excess of three thousand ($3,000.00) dollars shall be provided in writing.

c. Every effort shall be made to obtain a minimum of three (3) quotations. When it is impossible to obtain three (3) quotations or informal bids, it shall be stated in writing, with an explanation.

d. See Small Purchases section of the Purchasing Manual for additional instructions and guidelines.

(2). ~~b.~~ **Field Purchase Orders.** For certain purchases, with the approval of the Agent, field purchase orders may be used by the departments for immediate need of supplies, materials, and contractual services not to exceed the maximum value of one hundred ($100.00) dollars.

(Ord. No. 98-12 § 2B-54; Ord. No. 2006-22 § 4, 11-21-06)

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CHAPTER VII ELECTIONS

* * *

Section 7-7 VACANCY IN CANDIDACY, ELECTIVE OFFICES.

(A). ~~a.~~ If the death, withdrawal or removal of a qualified candidate following the end of the qualifying period results in only one (1) candidate remaining on the ballot for that office, the remaining candidate shall be declared elected and no election for that office shall be required.

(B). ~~B.~~ **Authority of Council.** Vacancies in elective offices of the City shall be filled by the City Council pending the next election, at which an election to fill the vacancy shall be held for the unexpired term.

(C). ~~C.~~ **Special Election Required.** Section 7-7 Subsection (A). ~~Paragraph a.~~ is conditioned, however, that should any vacancy occur more than one (1) year prior to the next general election, the council shall have no power to fill the same; it shall be filled by a special election to fill the vacancy for the unexpired term, to be held not less than thirty-five (35) days nor more than sixty (60) days after such vacancy has occurred or as soon thereafter as Miami-Dade County Election procedures allow. When a vacancy is filled by the City Council, it shall be done in such manner as shall be provided by the rules of the Council, or as provided by separate ordinance.

(D). ~~d.~~ **Charter, Code Provisions Applicable**. Whenever the context can apply, the various provisions of the City Charter of the City of North Miami Beach as they provide for the rules and regulations of general City elections are, by reference, incorporated and made part of this section as if fully set out herein. with particularity, the provisions pertaining to the manner of holding the elections; the matters of qualified electors; qualification of Council-members; campaign contributions; expenditures; treasury and depository; report; conduct of election; violations; registration books polling places established, (hours); election board; poll watchers; method of designation; issuance of credentials; machines; tie elections; forms approved by the Council; penalty; all as provided for in Chapter VII Elections of the Code of Ordinances and Article IV. Election of City Commission members, Sections 4.1 through 4.5 ~~III, Sections 9 through 17~~ of the City Charter ~~as set out in the Code of Ordinances~~ of the City of North Miami Beach, be and the same are hereby incorporated herein, by reference, and are declared to be the generic law of the City as it pertains to the holding of special elections pursuant to Section 4.5 Vacancies ~~19~~ of the City Charter.

(E). ~~E.~~ **Rules, Regulations for Special Elections.** As to those portions of Sections 4.1 through 4.5 ~~Section 9 and Section 11~~ of the City Charter, wherein the context cannot apply, and which refer to the dates upon which elections shall be held and the qualifying time periods as they pertain to candidates, the following rules and regulations are declared to be the generic law of the City with respect to same:

(1). ~~1.~~ **Procedure Generally.** The Council shall, by ordinance, call for a special election within the time required by Section ~~19~~ 4.5 Vacancies of the City Chater and in said ordinance shall set a definite date to hold such election; and if a clear majority be not obtained by any given candidate, to provide for the date of a run-off among the two (2) candidates receiving the highest number of votes for such office; provided however, that the date set for the election shall not be less than thirty-five (35) days nor more than sixty (60) days from the date that the election is called or as soon thereafter as Miami-Dade County election procedures allow. The candidate receiving a majority of the votes in such special election or run-off election shall be declared elected.

(2). ~~2.~~ **Notice to be Published.** Notice to the public shall be published on the designated publicly accessible website of Miami-Dade County in accordance with the requirements of Section 50.0311, Florida Statute ~~one (1) time in a local newspaper~~, notifying the residents of the City of North Miami Beach of the date upon which the books shall be closed and to issue warning that anyone desiring to register for the ensuing special election, and who are so qualified to do under the law, register prior to the closing of the books aforesaid.

(3). ~~3.~~ **Qualification of Candidate**. Candidates for office as it pertains to special elections shall qualify with the Clerk of the City not less than thirty-eight (38) days prior to the special election date. Each and every and all of the balance of Section 4.3 Qualification of Commission Members~~11~~ of the City Charter shall apply herein, since the context does apply.

(4). ~~4.~~ **Closing Registration Books**. The voting registration books of the City shall be closed pursuant to state election laws prior to such special election date.

(1957 Code §§ 2-8, 7-7.1; Ord. No. 63-4 §§ 1-4, 5-17-63; Ord. No. 69-18§ 1, 9-2-69; Ord. No. 77-13 § 10, 8-16-77; Ord. No. 78-5 § 12, 2-21-78; Ord. No. 91-5 § 2, 2-19-91)

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CHAPTER XIV BUILDING AND HOUSING

* * *

Section 14-8 Administration and Enforcement of Building, Planning, and Zoning Regulations

…

14-8.20 Notices of Violation.

(1). ~~a.~~ All notices of violation required by this section shall be delivered to the responsible property owner by at least one of the following methods:

a. ~~1.~~ Certified mail, return receipt requested, or where mail would not be effective, and is returned as unclaimed or refused, then the property may be posted.

b. ~~2. By~~ Hand delivery of a person designated by the city to the property owner.

c. ~~3. By~~ Leaving the notice at the property owner's ~~violator's usual~~ place of residence. ~~with a person over fifteen (15) years of age and informing the person of the contents of the notice.~~

d. ~~4. By~~ Leaving the notice with the property manager or other responsible person, as designated by the property owner, for any ~~in charge if the~~ violation involving ~~es commercial~~ a non-owner occupied premises.

e. ~~5. By publication:~~ Notice published on the designated publicly accessible website of Miami-Dade County in accordance with the requirements of Section 50.0311, Florida Statute.

~~(a) Notice shall be published once during each week for four (4) consecutive weeks in a newspaper of general circulation in Miami-Dade County.~~

(2). ~~6. By~~ Posting property.

a. ~~(a)~~ Notice shall be posted at least ten (10) days prior to the hearing at the property where the violation exists and also in City Hall.

b. ~~(b)~~ Proof of posting shall be by affidavit stating the date and place of posting and the violation.

c. ~~(c)~~ Evidence that an attempt has been made to hand deliver or mail notice along with proof of publication or posting shall be sufficient to meet notice requirements whether or not alleged violator actually received notice.

~~b. In lieu of to providing notice as set forth in paragraph a. at the option of the Code Enforcement Board, notice may also be served by publication or posting, as follows:~~

~~1.(a) Such notice shall be published once during each week for four (4) consecutive weeks (four (4) publications being sufficient) in a newspaper of general circulation in Miami-~~

~~Dade County. The newspaper shall meet such requirements as are prescribed under Chapter 50, Florida Statutes for legal and official advertisements.~~

~~(b) Proof of publication shall be made by affidavit.~~

~~2. (a) If there is no newspaper of general circulation in Miami-Dade County, three (3) copies of such notice shall be posted for at least twenty-eight (28) days in three (3) different and conspicuous places in such County, one (1) of which shall be at the front door of the courthouse in Miami-Dade County.~~

~~(b) Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.~~

~~(c) Notice by publication or posting may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or by mail as required under paragraph a.~~

~~Evidence that an attempt has been made to hand deliver or mail notice as provided in paragraph a, together with proof of publication or posting as provided in paragraph b, shall be sufficient to show that the notice requirements of this part have been met, without regard to whether or not the alleged violator actually received such notice.~~

~~(1957 Code § 6-118; Ord. No. 80-43 § 11, 9-16-80; Ord. No. 94-3 § 2, 2-14-94; Ord. No. 2000-4 § 6-119, 5-2-00)~~

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CHAPTER XVI PROPERTY MAINTENANCE

* * *

Section 16-2 Upkeep of Lots, Parcels, and Tracts

…

16-2.8 Work by City, Publication of Notice of Lien.

As soon as practicable after completion of the work by City or by any party contracting with the City for such purpose, the City Manager shall cause to be filed with the Department of Finance a statement of costs, the aforesaid administrative fee and a certification of the completion of the work and the date of completion. The Director of Finance shall, thereafter, cause to be published <u>on the designated publicly accessible website of Miami-Dade County in accordance with the requirements of Section 50.0311, Florida Statute,</u> ~~in a newspaper of qualified circulation under the laws of the State of Florida to publish legal notices in Miami-Dade County~~ a notice to the owner which notice shall contain a description of the property, the cost of the work performed, the aforesaid administrative fee, the date upon which the work was completed, and the claim by the City of a lien upon the property for the amount of such cost.

(1957 Code § 10-31; Ord. No. 61-15 § 7, 5-16-61; Ord. No. 63-25 § 4, 12-3-63; Ord. No. 80-24 § 4, 5-6-80; Ord. No. 85-5 § 4, 3-5-85)

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Section 16-3 Procedure for Sale of Liens

…

16-3.3 Publication of Notice.

The City Manager shall cause to be published a notice of sale for delinquent taxes once each week for four (4) consecutive weeks on the designated publicly accessible website of Miami-Dade County in accordance with the requirements of Section 50.0311, Florida Statute, ~~in newspapers published in Miami-Dade County, Florida, or the City of North Miami Beach~~ stating that all lots and lands delinquent for nonpayment of lawfully imposed taxes or local assessments will be offered for sale any time after May 1 of that year at the time specified in such notice. A complete list of such delinquent lots and lands is available in the office of the City Clerk of the City of North Miami Beach. The above sale of liens shall continue until such time as specified by the laws of the State of Florida.

(1957 Code § 10-48; Ord. No. 76-30 § 3, 12-21-76; Ord. No. 78-6 § 1, 5-2-78)

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CHAPTER XVII STREETS AND SIDEWALKS

* * *

Section 17-7 Abandonment and Vacation of Rights of Ways and Easements

(A). ~~a.~~ **Purpose and Intent.** The purpose and intent of this section is to establish uniform procedures for abandonment and vacation of city streets, alleys, easements, non-fee property interest of similar character. This section establishes the methods, procedures, and standards that will govern the process for the City to vacate, abandon, close its interest on public right-of-way, and to designate the appropriate departments and boards processing such applications.

(B). ~~b.~~ **Definitions.** The following words, terms, and phrases, in this section shall have the meanings set forth below:

(1). ~~1.~~ *Right-of-Way Abandonment* or *Vacation* shall mean to relinquish or disclaim all City and public interest of any land dedicated for transportation or travel by the public.

(2). ~~2.~~ *Alley* shall mean a through public right-of-way less than the minimum required street width which affords only a secondary means of access to abutting property and commonly located to the rear or side of a property.

(3). ~~3.~~ *Easement* shall mean a grant by a property owner of the use of all or part of his land to another party for a specific purpose.

(4). ~~4.~~ *Public Right-of-Way* shall mean the area of highway, road, street or alley, or other such strip of land, reserved for public use, whether established by prescription, easement, dedication, gift, purchase, eminent domain, or any other legal means.

(5). ~~5.~~ *Street* shall mean any public thoroughfare, street, avenue, boulevard, parkway, or space which may or may not be dedicated or deeded to the public for public use and which affords the principal means of access to abutting property.

(6). ~~6.~~ *Street, Arterial* shall mean as so classified in the Transportation Element of the City's Comprehensive Plan.

(7). ~~7.~~ *Street, Collector* shall mean as so classified in the Transportation Element of the City's Comprehensive Plan.

(8). ~~8.~~ *Street, Local* shall mean a street which primarily provides the direct access to individual properties.

(9). ~~9.~~ *Street, Private* shall mean any street existing at the time of adoption of this Code which has not been dedicated for public use and not accepted for ownership or maintenance by the City Commission. After adoption of this Code, no new private streets may be created or approved, unless they are on property under single

ownership, or are controlled by a property owners' association that has the obligation for complete control and maintenance.

(10). ~~10.~~ *Street, Public* shall mean any street designed to serve more than one (1) property owner which is dedicated to the public use and accepted for ownership and maintenance by the City Commission.

(C). ~~c.~~ **Application and Fees.** A property owner whose property abuts a public right-of-way or alley may apply for consideration of an abandonment/vacation, in whole, of the abutting right-of-way. All requests for abandonment of city streets, alleys, sidewalks, easements and other non-fee interests which the City has in real property shall be submitted on a right-of-way vacation/abandonment application form approved by the Director of Community Development and shall be accompanied by applicable fees per the land development fee schedule in City Code of Ordinances, Chapter XXIV Appendix A as well as any cost recovery fees pursuant to Section 24-170 and shall be filed with the Community Development Department.

The completeness of the application will be reviewed in accordance with the application procedures set forth in subsection (D)(2) and any other section of the ZLDC that is applicable.

(D). ~~d.~~ **Procedures.**

(1). ~~1.~~ **Pre-application Meeting.**

a. Any property owner prior to submitting an application under this section must meet with the Community Development Director, or designee and the Public Works Director, or designee.

b. The purpose of the pre-application meeting is to acquaint the applicant with the application process, the abandonment review standards, and to acquaint city staff with the proposed vacation.

(2). ~~2.~~ **Application Requirements.** After the pre-application meeting, the applicant shall submit a completed application package to the Community Development Department and begin the Technical Review Application Development (TRAD) process. The application package shall consist of the following:

a. ~~(a)~~ Completed application form.

b. ~~(b)~~ Non-refundable application fee.

c. ~~(c)~~ Legal description of all parcels of land abutting alley proposed to be vacated and closed.

d. ~~(d)~~ Boundary and topographic survey showing the boundaries of the ROW and surrounding property.

e. ~~(e)~~ Proof of ownership by the applicant of the property which abuts the alley to be vacated and closed.

f. ~~(f)~~ "No objection" letter from all the utility services in the area, including, but not limited to, Florida Power and Light, Bellsouth Telephone Company, Comcast, City of North Miami Beach, and other telecommunications.

g. ~~(g)~~ Existing utilities or improvements, if any, in the area involved. If utilities and improvements need to be relocated, all details regarding such relocation shall be identified, including dedication of new easements, including legal descriptions.

h. ~~(h)~~ Letter of intent, including the reason for the requested abandonment and closure.

i. ~~(i)~~ A request petition signed by the owners of at least sixty (60%) percent of the properties abutting the portion of the right-of-way proposed to the vacated.

j. ~~(j)~~ The names and addresses of all owners of record of real property bounding and abutting the right-of-way or easement the applicant seeks to have abandoned, and all owners of record of property located within five hundred (500) feet in all directions from any point of the right-of-way or easement proposed to be abandoned. The property owners of record shall be deemed to be those shown on the then-current tax assessment roll of the City.

k. ~~(k)~~ Statement from the applicant as to whether the general public currently uses the street or alley, including public service vehicles such as solid waste trucks, police, fire, or other emergency vehicles during the past twelve (12) months.

l. ~~(l)~~ The applicant's proposed traffic and public service mitigation plan designed to offset any potential impacts which may be caused by the requested vacation.

(3). ~~3.~~ **Review Process.** Upon receipt of an application pursuant to this section, the Planning and Zoning division shall review the completeness of the application according to (D).(2). Application Procedures. If properly submitted, then the application shall be accepted for filing with the Community Development Department, which shall give a receipt to the applicant for the fees paid. Afterwards the Community Development Department shall set a date for review by the TRAD Committee.

a. ~~(a)~~ The application package shall be distributed to the Technical Review of Applications for Development (TRAD) Committee including representatives from the following City Departments:

i. Community Development Department.

ii. Public Works Department.

iii. NMB Water (Utilities).

iv. Community Redevelopment Agency.

v. City Attorney's Office.

vi. City Manager's Office.

vii. City Clerk's Office.

viii. Building Department.

ix. Parks and Recreation.

x. Solid Waste Division.

xi. Police Department.

xii. Such other appropriate departments and external agencies as determined by the Director of Community Development.

b. ~~(b)~~ TRAD committee will review the application pursuant to Subsection (E) Abandonment Review Standards, City of North Miami Beach Comprehensive Plan, and all other relevant provisions of the City Code of Ordinances to consider if there are any objections to the proposed vacation or abandonment making recommendation to the Planning and Zoning Board.

c. ~~(c)~~ Planning and Zoning Board, at the conclusion of a duly advertised public hearing, shall review the entire record, in accordance with the review standards set forth in this section, the City of North Miami Beach Comprehensive Plan, and all other relevant provisions of the City of North Miami Beach Code of Ordinances shall provide advisory recommendations to the City Commission

d. ~~(d)~~ City Commission, at the conclusion of a duly advertised public hearing shall make final decision based on the findings of facts and recommendations of made by the TRAD Committee and Planning and Zoning Board, and at its discretion, by Resolution, approve all or any part of such proposal or request.

e. ~~(e)~~ Any resolution vacating any portion of a public right-of-way or easement shall be sent by the City Clerk's Office to Miami-Dade County Clerk of the Circuit Court and Comptroller for recording in the public records of Miami-Dade County.

(E). ~~e.~~ **Review Standards.**

(1). ~~1.~~ Non-fee property interest sought to be vacated or abandoned does not provide a benefit to the public health, safety, welfare, or convenience, in that:

a. ~~(a)~~ It is not being used by the City for any of its intended purposes.

b. ~~(b)~~ No comprehensive plan, transportation masterplan, or capital improvement program anticipates the use of the right-of-way that is being considered for vacation.

c. ~~(c)~~ Does not negatively impact the traffic conditions or access for public safety or the delivery of other municipal services in the area—this condition generally precludes the partial vacation of an existing improved alley which connects to existing improved alleys and/or streets on either end.

d. ~~(d)~~ Does not affect any critical facilities or utilities located in the area.

e. ~~(e)~~ A request petition signed by the owners of at least seventy-five (75%) percent of the properties abutting the portion of the right-of-way proposed to the vacated. The petition for owners' signatures must contain clear language stating the potential benefits and costs to the property owners.

(2). ~~2.~~ Provides some benefit to the public health, safety, welfare, or convenience, but the overall benefit anticipated to result from the vacation or abandonment outweighs the specific benefit derived from the nonfee property interest, in that:

a. ~~(a)~~ The purpose of the interest sought to be vacated or abandoned will be adequately and appropriately served in an alternative manner when the interest is abandoned or vacated.

b. ~~(b)~~ The vacation or abandonment will not compromise the delivery of emergency services.

c. ~~(c)~~ The vacation or abandonment will not compromise pedestrian or vehicular safety.

d. ~~(d)~~ The vacation or abandonment will not interfere with solid waste removal services.

e. ~~(e)~~ The vacation or abandonment will not frustrate any comprehensive plan, transportation master plan, special purpose plan, or capital improvement program of the City.

f. ~~(f)~~ The vacation or abandonment will not interfere with any planning effort of the City that is underway at the time of the application but is not yet completed.

g. ~~(g)~~ The vacation or abandonment will provide a material public benefit in terms of promoting development or redevelopment of abutting property, removing blighting influences or improving the City's long-term fiscal position.

h. ~~(h)~~ The Planning and Zoning Board, and City Commission shall recommend denial of the request if the evidence does not support the vacation and closure would be in the best interest of the public and the primary reason for the closure is to provide a benefit for the applicant or adjacent property owners.

i. ~~(i)~~ Planning and Zoning Board may recommend, and City Commission may attach conditions to an approval including, but not limited to, access and utility easements reservation, landscaping, and/or public access easement.

(3). ~~3.~~ The proposed vacation or abandonment will be accomplished in accordance with all applicable standards of local, state, and federal authorities.

(4). ~~4.~~ The proposed vacation or abandonment will promote development or redevelopment that will maintain or enhance the character of the surrounding area.

(5). ~~5.~~ The proposed vacation or abandonment will not have a negative fiscal impact on the City or result in development that will have a negative fiscal impact on the City.

(F). ~~e.~~ **Provide Courtesy Notices According to Section 24-180(B).** Provide courtesy notices by mail to the owners of real property bounding and abutting the right-of-way or easement ~~or city property~~ proposed to be abandoned and, in addition, if a street or alley is to be abandoned, all the owners within five hundred (500) feet radius from any point of the street or alley to be abandoned. The owner of property shall be deemed to be the person shown on the then-current tax assessment roll, and such notice shall be sent to the address given on such assessment roll for that purpose. Notice shall be mailed at least ten (10) days prior to the date of the Planning and Zoning Board meeting at which the application shall be considered.

(1). ~~1.~~ Notify by certified mail the owners and occupants of real property, as identified above, of the public hearing to be held before the City Commission.

(2). ~~2.~~ Notify the general public by causing to be published a notice on the designated publicly accessible website of Miami-Dade County in accordance with the requirements of Section 50.0311, Florida Statute ~~in a newspaper of general circulation~~ in the City of the public hearing to be held by the City Commission on the application.

(G). ~~f.~~ **Waiver of Fees.** The City Manager may waive the vacation and alley closure fee required in instances where the subdivider, by plat, is dedicating for public use, right-of-way that is equal to or greater in size than that which is being vacated.

(H). ~~g.~~ **Zoning of Vacated Right-Of-Way.** The district uses and area regulations governing the property abutting upon each side of such alley shall be automatically extended to the new property line(s) of the vacation and closure, unless otherwise specified.

(Ord. No. 2024-16, § 2, 2-18-25)

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CHAPTER XIX WATER AND SEWERS [1]

* * *

ARTICLE II WATER

* * *

Section 19-20 Miscellaneous Provisions

(A). ~~a.~~ **Owner Responsible for All Acts.**

(1). Each owner will be held fully responsible and liable by and to the city for all that is done or omitted on, in or about any premises by any agent or tenant or other person not in the employ of the City, who may gain access thereto, relevant to water service.

(2). ~~b.~~ Tenant Deemed Agent.

a. The tenant in or upon any premises of any owner shall always ~~at all times~~ and for all purposes connected with or arising from the City water supply service to and for such premises.

b. Except the making of the original application for water supply service pipe and contract, be taken and construed to be the properly constituted agent of the owner.

(B). ~~c.~~ **Service of Notices.**

(1). Any notices, as prescribed herein, shall be deemed to have been properly served if left upon the premises of the owner or if mailed to the owner, directed to, or left at his address as shown on records of the City.

(2). All notices of a general character affecting or likely to affect more than one (1) owner, if required by these rules to be given, shall be deemed to have been properly given or served if advertised on the designated publicly accessible website of Miami-Dade County in accordance with the requirements of Section 50.0311, Florida Statute.~~at least once in one (1) of the daily newspapers.~~

(C). ~~d.~~ **Amendments to Rates and Rules.** ~~Each~~ Addition or modification, alteration or amendment to any of the rates or rules of the City shall be and become binding upon and shall form a part of the contract with each owner, upon the expiration of thirty (30) days' notice thereof in writing, to each owner affected thereby unless and except any such addition, modification, alteration or amendment is by these rules and regulations provided to be and become otherwise effective and binding on such owner, or any or more thereof.

(D). ~~e.~~ **Rates and Rules Part of Contract.**

(1). All ~~of the foregoing~~ rates and rules shall be considered and taken to be a part of the contract, so far as the same may be applicable to the class of service covered by and included in such contract

(2). ~~with~~ Every owner or consumer who shall make application for the water supply service of the City or whose premises are furnished with, or are connected to the system of the City for such service, and every such owner shall be considered as having, and be taken and construed to have expressed his consent to be, bound thereby whenever application for such water supply service is made, or so long as the premises of any such owner are furnished with, or are connected to, the system of the City for such service.

(Ord. No. 213 § O, 8-4-50; 1957 Code § 23-19)

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ATTACHMENT II

ORDINANCE NO. 2026-XX

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING CHAPTER II, ENTITLED STRUCTURE OF CITY GOVERNMENT, ARTICLE III., OFFICE OF THE CITY CLERK, SECTION 2-4 CITY CLERK; ARTICLE V., DEPARTMENTS OF THE CITY GOVERNMENT, SECTION 2-9 DEPARTMENT OF PUBLIC SAFETY; AMENDING CHAPTER III., ENTITLED PURCHASING, SECTION 3-3 FORMAL CONTRACT PROCEDURES, AND SECTION 3-4 MISCELLANEOUS PROVISIONS; CHAPTER VII., ENTITLED ELECTIONS, SECTION 7-7 VACANCY IN CANDIDACY, ELECTIVE OFFICES; CHAPTER XIV., ENTITLED BUILDING AND HOUSING, SECTION 14-8 ADMINISTRATION AND ENFORCEMENT OF BUILDING, PLANNING AND ZONING REGULATIONS; CHAPTER XVI., ENTITLED PROPERTY MAINTENANCE, SECTION 16-2 UPKEEP OF LOTS, PARCELS AND TRACTS, AND SECTION 16-3 PROCEDURES FOR SALE OF LIENS; CHAPTER XVII, ENTITLED STREETS AND SIDEWALKS, SECTION 17-7 ABANDONMENT AND VACATION OF RIGHT-OF-WAYS AND EASEMENTS; CHAPTER XIX., ENTITLED WATER AND SEWERS, ARTICLE II WATER, SECTION 19-20 MISCELLANEOUS PROVISIONS; OF THE CITY'S CODE OF ORDINANCES TO ENABLE PUBLICATION OF REQUIRED LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON THE DESIGNATED MIAMI-DADE COUNTY WEBSITE CONSISTENT WITH R2025-188 INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY AND IN COMPLIANCE WITH FLORIDA STATUTE 50.0311, PUBLICATION OF ADVERTISEMENTS AND PUBLIC NOTICES ON A PUBLICLY ACCESSIBLE WEBSITE AND GOVERNMENTAL ACCESS CHANNELS; PROVIDING FOR FINDINGS OF FACT; CODIFICATION; CONFLICTS; SCRIVENER ERRORS; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Florida Statute 50.0311 publication of advertisements and public notices on a publicly accessible website and governmental access channels, the City of North Miami Beach ("City"), is authorized by the State of Florida to utilize a county designated website for publication of legally required advertisements and public notices; and

WHEREAS, pursuant to Section 50.0311, Miami-Dade County has decided to designate a publicly accessibly website – legalads.miamidade.gov – for the publication of legally required advertisements and public notices, provided the cost of publishing such advertisements and notices on this website is less than the cost of publishing them in print; and

WHEREAS, the City has determined that the cost of legally required advertising and public notices associated with Chapters II, III, VII, XIV, XVI, XVII, and XIX will be reduced by approximately $18,000 annually; and

WHEREAS, the City desires to utilize the Miami-Dade County designated publicly accessible website – legalads.miamidade.gov – for the online publication of certain advertisements and notices, in accordance with section 50.0311; and

WHEREAS, the City Commission approved R2025-188 authorizing the City Manager to sign an interlocal agreement with Miami-Dade County for the use of the website – legalads.miamidade.gov; and

WHEREAS, the provisions of this Ordinance shall enable the City to utilize the Miami-Dade County website for the publication of legally required advertisements and public notices for all matters concerning Chapters II, III, VII, XIV, XVI, XVII, and XIX; and

WHEREAS, the Mayor and City Commission find the proposed ordinance to be consistent with the requirements of the State of Florida, Miami-Dade County, and the North Miami Beach Comprehensive Plan and in the best interest of the City.

NOW, THEREFORE, 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 Mayor and 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 as attached in EXHIBIT A, containing provisions necessary for the implementation of the following City Commission priorities:

1. Enabling the use of legalads.miamidade.gov for all legally required advertisements and public notices associated with all Code of Ordinance Chapters II, III, VII, XIV, XVI, XVII, and XIX.
2. Improving the transparency of government by providing consistent public notice and legally required advertising.
3. Reducing direct costs to the city budget of an estimated $18,000 annually.

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. Conflict. 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. Scrivener 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 ____ day of _____, 2026.

APPROVED AND ADOPTED on second reading this ____ day of _____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:

GREENSPOON MARDER, LLP

BY: _____
CITY ATTORNEYS

Sponsored by: _____

COMMISSIONERS	**YES**	**NO**	**ABSTAIN**	**ABSENT**
Mayor Michael Joseph				
Vice-Mayor Daniel Jean				
Commissioner Jay Chernoff				
Commissioner Lynn Su				
Commissioner Fortuna Smukler				
Commissioner McKenzie Fleurimond				
Commissioner Phyllis Smith				

Legislation
11.2.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Zafar Ahmed, Community Development Director
VIA:	Darvin Williams, City Manager
DATE:	February 17, 2026

RE: Ordinance No. 2026-03 (First Reading) Public Notice Zoning Amendment (Zafar Ahmed, Community Development Director)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Agenda Item Summary
- Staff Report
- Executed Interlocal Agreement
- Resolution - Executed
- Exhibit A
- Ordinance

PZB Minutes

Ord. 2026-XX – Public Notice Zoning Amendment ZA-02-2025

TITLE:

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING CHAPTER XXIV, ENTITLED ZONING AND LAND DEVELOPMENT, ARTICLE XV. OTHER DEVELOPMENT REVIEW PROCEDURES, SECTION 24-180 DENIALS, NOTICES, AND FEES; ARTICLE XIX DEVELOPMENT AGREEMENTS, SECTION 24-214 DEVELOPMENT AGREEMENTS; AND APPENDIX A LAND DEVELOPMENT FEE SCHEDULE, OF THE CITY'S CODE OF ORDINANCES TO ENABLE PUBLICATION OF REQUIRED LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON THE DESIGNATED MIAMI-DADE COUNTY WEBSITE CONSISTENT WITH R2025-196 INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY AND IN COMPLIANCE WITH FLORIDA STATUTE 50.0311 PUBLICATION OF ADVERTISEMENTS AND PUBLIC NOTICES ON A PUBLICLY ACCESSIBLE WEBSITE AND GOVERNMENTAL ACCESS CHANNELS; PROVIDING FOR CODIFICATION, FINDINGS OF FACT, CONFLICTS, SCRIVENER ERRORS, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

DESCRIPTION:

An ordinance of the City of North Miami Beach amending relevant sections of Chapter XXIV Zoning and Land Development; Article XV Other Development Review Procedures, Section 24-180 Denial, Notices, and Fees; Article XIX Development Agreements, Section 24-214 Development Agreements, and Appendix A Land Development Fee Schedule regarding legal advertising and public notice requirements for zoning and land use applications. These amendments enable the use of the Miami-Dade County website – legalads.miamidade.gov – in consistent with in the interlocal agreement approved by the Mayor and City Commission by R2025-188 between the City of North Miami Beach and Miami-Dade County as attached in ATTACHMENT I - EXHIBIT A, and in conformance with Section 163.3225, Section 166.041, and Section 50.311, Florida Statute.

BACKGROUND ANALYSIS:

Pursuant to F.S. 50.0311 Miami Dade County established a publicly accessible website for the publication of legal advertisements and public notices. This website is known as legalads.miamidade.gov. In 2024 Miami-Dade County approved a model interlocal agreement between the County and any other government agency in Miami-Dade County to facilitate the publication of legal advertisements and public notices in accordance with section 50.0311, Florida Statutes and authorizing the County Mayor to execute the interlocal agreement with any other government agency within Miami-Dade County.

Florida Statute permits use of a publicly accessible website for the publication of legally required advertisements and public notices only, "…if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper." To ensure full compliance with this requirement, the following analysis of legal advertising and public notice costs associated with calendar year 2024 Planning and Zoning legislative items and zoning applications (quasi-judicial items) was conducted:

	Meeting Type		Miami Herald		MDC Website
Type	Planning and Zoning Board	City Commission	Unit Cost	Extended Cost	Projected Annual Cost
Legislative Item	14	26	$ 1,673	$ 66,920	N/A
Zoning Application*	17	20	$ 1,673	$ 61,901	N/A
MDC Website**	N/A	N/A	N/A	N/A	$ 3,794
Total Costs				**$ 128, 821**	**$ 3,794**

*Advertising costs associated with Zoning Applications (quasi-judicial items) are paid by the applicant through cost recovery.

**Projected cost includes three (3) Community Development Department staff MDC website user licenses and publication of one (1) advertisement in the Miami Herald notifying the public of the publication of the City of North Miami Beach public notices and legal advertisements on the MDC – legalads.miamidade.gov – website, as required by Florida Statute.

Based on the 2024 legal advertising and public notice costs, staff estimates that the transition to publication of legal advertisements and public notices from the Miami Herald newspaper to the Miami-Dade County – legalads.miamidade.gov – website would result in the City of North Miami Beach avoiding approximately $60,000 per year in costs with property owners making zoning applications avoiding approximately $1,673 per quasi-judicial public hearing.

Based on analysis of Section 50.311 Florida Statute and current City of North Miami Beach Code of Ordinance provisions regulating public notices and legal advertisements in Chapter XXIV, the Community Development Department staff makes the following recommendations:

Proposed revisions to City of North Miami Beach Code of Ordinances:

Chapter XXIV Zoning and Land Development, Article XV. Other Development Review Procedures, Section 24-180. Denial, Notices, and Fees

- Replacing references to “newspaper” advertisement with “designated publicly accessible website of Miami-Dade County citing the requirements of Section 166.041 and Section 50.0311, Florida Statute
- Clarifying the language related to courtesy letters
- Replacing language for “Large area rezonings” with language for zoning and land use changes initiated by the City of North Miami Beach

Chapter XXIV Zoning and Land Development, Article XIX. Development Agreements, Section 24-214

- Replacing references to “newspaper” advertisement with “designated publicly accessible website of Miami-Dade County citing the requirements of Section 166.041 and Section 50.0311, Florida Statute.
- Replacing secondary reference to “newspaper ads” with “publication of legally required advertising”

Chapter XXIV Zoning and Land Development, Appendix A. Land Development Fee Schedule, (I) Notice/Advertising

- Replacing reference to “newspaper ads” with “publication of legally required advertising”
- Clarifying text regarding mailing of courtesy notification letters

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 2026-XX Public Notice Zoning Amendment, enabling the use of the Miami-Dade County designated publicly accessible website for publication of advertisements and public notices related to Chapter XXIV Zoning and Land Development by finding it consistent with Section 163.3225, Section 166.041, and Section 50.311, Florida Statute; Resolution R2025-188 Interlocal agreement with Miami Dade County; and the City of North Miami Beach Comprehensive Plan.

FISCAL/ BUDGETARY IMPACT:

Proposed Ordinance for Public Notice Zoning Amendment, based on a staff analysis of 2024 legal advertising and public notice costs, is estimated to result in the City of North Miami Beach avoiding approximately $60,000 per year in direct costs to the City of North Miami Beach budget. In addition, this analysis found that property owners making zoning applications will avoid approximately $1,673 in costs per quasi-judicial public hearing.

ATTACHEMENT I

Community Development Department – Planning and Zoning Division
17050 NE 19th Avenue, 1st Floor
North Miami Beach, FL 33162
(305) 948-2966

STAFF REPORT – CITY COMMISSION MEETING		
Meeting Date: 02/17/2026	**Case Number:** ZA-02-2025	**Name:** Public Notice Chapter XXIV Zoning Amendment

REQUEST

An ordinance of the City of North Miami Beach amending relevant sections of Chapter XXIV Zoning and Land Development; Article XV Other Development Review Procedures, Section 24-180 Denial, Notices, and Fees; Article XIX Development Agreements, Section 24-214 Development Agreements, and Appendix A Land Development Fee Schedule regarding legal advertising and public notice requirements for zoning and land use applications. These amendments enable the use of the Miami-Dade County website – legalads.miamidade.gov – in consistent with in the interlocal agreement (ATTACHMENT II) approved by the Mayor and City Commission by R2025-188 (ATTACHMENT III) between the City of North Miami Beach and Miami-Dade County, and in conformance with Section 163.3225, Section 166.041, and Section 50.311, Florida Statute.

BACKGROUND

Pursuant to F.S. 50.0311 Miami Dade County established a publicly accessible website for the publication of legal advertisements and public notices. This website is known as legalads.miamidade.gov. In 2024 Miami-Dade County approved a model interlocal agreement between the County and any other government agency in Miami-Dade County to facilitate the publication of legal advertisements and public notices in accordance with section 50.0311, Florida Statutes and authorizing the County Mayor to execute the interlocal agreement with any other government agency within Miami-Dade County.

Project Staff Planner: **Mitchell S. Austin, AICP, CNU-A** **Assistant Director** **Community Development Department**	**Review Dates:** **Planning & Zoning Board:** **11/10/2025** **City Commission Meeting:** **02/17/2026 – 1st Reading** **03/26/2026 – 2nd Reading**	**Attachment:** I. **Staff Report** II. **Executed Interlocal Agreement** III. **Resolution R2025-188 - Executed** IV. **DRAFT resolution – Including Exhibit A** V. **PZB Meeting Minutes 11 10 2025** VI. **Presentation**

STAFF FINDINGS

Section 50.0311, Florida Statute permits use of a publicly accessible website for the publication of legally required advertisements and public notices only, "…if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper." To ensure full compliance with this requirement, the following analysis of legal advertising and public notice costs associated with calendar year 2024 Planning and Zoning legislative items and zoning applications (quasi-judicial items) was conducted:

	Meeting Type		Miami Herald		MDC Website
Type	Planning and Zoning Board	City Commission	Unit Cost	Extended Cost	Projected Annual Cost
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**Projected cost includes three (3) Community Development Department staff MDC website user licenses and publication of one (1) advertisement in the Miami Herald notifying the public of the publication of the City of North Miami Beach public notices and legal advertisements on the MDC – legalads.miamidade.gov – website, as required by Florida Statute.

Based on the 2024 legal advertising and public notice costs, staff estimates that the transition to publication of legal advertisements and public notices from the Miami Herald newspaper to the Miami-Dade County – legalads.miamidade.gov – website would result in the City of North Miami Beach avoiding approximately $60,000 per year in costs with property owners making zoning applications avoiding approximately $1,673 per quasi-judicial public hearing.

Based on analysis of Section 50.311 Florida Statute and current City of North Miami Beach Code of Ordinance provisions regulating public notices and legal advertisements in Chapter XXIV, the Community Development Department staff makes the following recommendations:

Proposed revisions to City of North Miami Beach Code of Ordinances:

Full text in strikethrough-underline format is contained in Attachment VI – Exhibit A Public Notices Chapter XXIV – Strikethrough Underline. The following summarizes these proposed revisions:

Chapter XXIV Zoning and Land Development, Article XV. Other Development Review Procedures, Section 24-180. Denial, Notices, and Fees

- Replacing references to "newspaper" advertisement with "designated publicly accessible website of Miami-Dade County citing the requirements of Section 166.041 and Section 50.0311, Florida Statute
- Clarifying the language related to courtesy letters
- Replacing language for "Large area rezonings" with language for zoning and land use changes initiated by the City of North Miami Beach

Chapter XXIV Zoning and Land Development, Article XIX. Development Agreements, Section 24-214

- Replacing references to "newspaper" advertisement with "designated publicly accessible website of Miami-Dade County citing the requirements of Section 166.041 and Section 50.0311, Florida Statute.
- Replacing secondary reference to "newspaper ads" with "publication of legally required advertising"

Chapter XXIV Zoning and Land Development, Appendix A. Land Development Fee Schedule, (I) Notice/Advertising

- Replacing reference to "newspaper ads" with "publication of legally required advertising"
- Clarifying text regarding mailing of courtesy notification letters

Planning and Zoning Board (PZB) Action

Draft Meeting Minutes are attached as ATTACHMENT V – PZB Minutes 11 10 2025. Please note that the Meeting Minutes are still draft as the Planning and Zoning Board has not met in December 2025, January 2026.

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 consistent with Section 163.3225, Section 166.041, and Section 50.311, Florida Statute; Resolution R2025-188 Interlocal agreement with Miami Dade County; and the City of North Miami Beach Comprehensive Plan.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The proposed Public Notice Zoning Amendment ordinance is supported by the following goals, objectives, and policies of the City of North Miami Beach Comprehensive Plan.

Intergovernmental Coordination Element

Goal 1

To maintain or establish processes to assure coordination with other governmental entities where necessary to implement this plan.

Objective 1.1

Coordinate City plan implementation with other governmental entities on a formal basis as specifically outlined earlier in the analysis section of this element.

Policy 1.1.1

The City Manager shall oversee the implementation of the recommendations outlined in the Analysis section of this element providing information to other public entities as necessary.

RECOMMENDED MOTION:

Move to approve Ordinance 2026-XX Public Notice Zoning Amendment, enabling the use of the Miami-Dade County designated publicly accessible website for publication of advertisements and public notices related to Chapter XXIV Zoning and Land Development by finding it consistent with Section 163.3225, Section 166.041, and Section 50.311, Florida Statute; Resolution R2025-188 Interlocal agreement with Miami Dade County; 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 recommend approval with amendments or denial should include stated cause or causes of said action.

FISCAL/BUDGETARY IMPACT:

Proposed Ordinance for Public Notice Zoning Amendment, based on a staff analysis of 2024 legal advertising and public notice costs, is estimated to result in the City of North Miami Beach avoiding approximately $60,000 per year in direct costs to the City of North Miami Beach budget. In addition, this analysis found that property owners making zoning applications will avoid approximately $1,673 in costs per quasi-judicial public hearing.

ATTACHMENT II

Interlocal Access Agreement for Local Government Publication of Legal Advertisements and Public Notices on County Designated Website

This Interlocal Agreement ("Agreement") is made and entered into by and between Miami-Dade County, Florida ("County"), a political subdivision of the State of Florida, and City of North Miami Beach, a municipality, other unit of local government or other political subdivision in the State of Florida ("Local Government"). The parties to this agreement are solely the County and the Local Government (each a "Party," and collectively the "Parties").

RECITALS

A. Section 50.011 of the Florida Statutes provides requirements relating to the publication of legal notices, including requirements relating to the types of newspapers and print publications that may be utilized for official legal advertisements and notices placed by local governments; and

B. Section 50.011 also provides that such advertisements and notices may instead by placed on a publicly accessible website, as provided in section 50.0311; and

C. Section 50.0311 in turn provides that "[a] governmental agency may use the publicly accessible website of the county in which it lies to publish legally required advertisements and public notices if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper"; and

D. Pursuant to section 50.0311, the County has decided to designate a publicly accessibly website – **legalads.miamidade.gov** – for the publication of legally required advertisements and public notices, provided the cost of publishing such advertisements and notices on this website is less than the cost of publishing them in print; and

E. Local Government desires to utilize the County's designated publicly accessible website for the online publication of certain advertisements and notices, in accordance with section 50.0311; and

F. The Parties wish to enter into this Agreement to facilitate the Local Government's use of the County's publicly accessible website to publish certain legal advertisements and public notices and to address, among other matters, costs, parameters, and indemnification.

TERMS

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are approved and incorporated herein.

2. Designation of Website. The County has designated **legalads.miamidade.gov** ("Website") as the publicly accessible website for the publication of legal advertisements and notices by governmental agencies in Miami-Dade County, pursuant to section 50.0311 of the Florida Statutes. At any time, the County may, in its sole discretion, choose to designate a different website for this purpose. If the County does so, it shall provide notice in a manner of its choosing to the Local Government and any such new designation shall be automatically effective upon the date stated in County's notice. Any such new designation shall not require amendment of this Agreement. Such newly designated website shall be thereafter deemed the "Website" for purposes of this Agreement.

3. Utilization of Website. The Local Government may utilize the Website for its publication of legally required advertisements and public notices in accordance with the requirements of section 50.0311 of the Florida Statutes, if and to the extent it elects to do so. Nothing in this Agreement obligates the Local Government to utilize the Website for publication of any particular advertisement or notice. For any advertisements and notices that the Local Government wishes to publish on the Website, the County shall provide the Local Government with the ability to do so in a manner of the County's choosing. All postings by the Local Government must include contact information to ensure prompt identification of the responsible party. Separate and apart from its use of the Website, the Local Government shall be solely responsible for the placement of any advertisements or notices that the Local Government is required, or chooses, to publish in a print publication and for any advertisements or notices that the Local Government provides by mail or email pursuant to section 50.0311(6) or any other applicable law, rule, or regulation.

4. Term. The term of this Agreement shall commence upon the date it is fully executed by the Parties ("Effective Date") and shall continue until terminated by either Party as otherwise provided herein for a period not to exceed five years, with a possible option to renew, as provided herein.

5. Extensions. The County may extend this Agreement for two additional five-year terms (each an "Extension Term") on the same terms and conditions stated in this Agreement, though costs may change, by sending notice to the Local Government at least 30 days prior to the expiration of the then-current term. It is provided, however, that nothing

herein shall be deemed to preclude the Parties from entering into additional agreements in the future relating to the Local Government's use of the Website.

6. Compliance with Legal Requirements. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. For the duration of this Agreement, the Local Government shall be solely responsible for verifying and ensuring its eligibility to utilize the Website in accordance with section 50.0311 and for adherence to all applicable requirements, obligations, duties, procedures, and conditions set forth in chapter 50 of the Florida Statutes, including, but not limited to, section 50.0311, and in any other applicable federal, state, or local law, rule, or regulation, as may be amended from time to time ("Legal Requirements"). The County shall have no responsibility for ensuring that the Local Government, or its use of the Website, complies with such Legal Requirements or any other law, rule, or regulation.

7. County Actions are Ministerial. The Local Government acknowledges that any and all advertisements and notices published on the Website are prepared and published by the Local Government and not the County, and that any and all actions of the County in conjunction with or relating to the designation of the Website for use by the Local Government are, and shall be construed at all times as being, purely ministerial acts.

8. Services Description. The County will provide the Local Government access to publishing its legal advertisements and notices on the Website. The County will supply the software, licensing, maintenance, and prerecorded online video trainings required to provide Local Governments with access to the Website, with a maximum of two users each, to publish legal advertisements and public notices. The Local Government will be responsible for promptly notifying the County when any agents or employees of the Local Government should have their access to the Website revoked. The County will maintain the email distribution list for users that opt-in to receive email or direct mail from the County. However, the Local Government will be responsible for maintaining its own email and first-class mailing lists or distribution as part of Section 50.011 of the Florida Statutes. The County is not responsible for connectivity disruptions or delays caused by circumstances beyond its control.

9. Training. The County will provide prerecorded online video training sessions that can be accessed by the Local Government to assist with its use of the Website. As part of this Agreement, the County may provide updates regarding new capabilities and features, if applicable.

10. Support. The Local Government will have access to the online FAQ page to review answers to commonly asked questions. The County will provide support contact details,

which may include a contact group, form, or individual, at the start of the agreement upon onboarding. County support hours are between the hours of 8 a.m. and 5 p.m. Monday through Friday, excluding observed County holidays. The County shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services. Urgent requests necessitating expedited processing outside of support hours are subject to additional fees, as delineated in the current Communications and Customer Experience Department (CCED) and Information Technology Department (ITD) rate sheets. Support service does not include support for errors caused by third party products or applications for which the County is not responsible.

11. Financial Responsibility. The Local Government shall bear all fees and costs relating to its use of the Website, including, but not limited to, fees and costs associated with any software and licensing, or website maintenance necessitated by Local Government's use of the Website, and any County administrative staff time required to facilitate Local Government's use of the Website. In a manner of its choosing, the County, or such entity designated by the County, shall invoice the Local Government for such fees and costs and, upon receipt of such invoice, the Local Government shall be responsible for the timely payment of all such fees and costs. Additionally, separate and apart from its use of the Website, the Local Government shall be solely responsible for any and all costs associated with the placement of any advertisements or notices that the Local Government is required, or chooses, to publish in a print publication and for any advertisements or notices that the Local Government provides by mail or email pursuant to section 50.0311(6) or any other applicable law, rule, or regulation. If the Local Government fails to pay such fees and costs in a timely manner, the County may terminate the Local Government's access to the Website, and the County shall have no liability to the Local Government for such termination or lack of access due to non-payment.

12. Costs. The annual necessary software, maintenance, and support costs for each Local Government are estimated to be $707 per Local Government agent or employee user. This figure represents an approximate estimate of the anticipated recurring annual costs, which may vary from year-to-year, and nothing herein shall be deemed to preclude the County from charging the Local Government the actual costs associated with its use of the Website in a given year, as provided in paragraph 11. In addition, such costs may be subject to annual increases at the County's discretion, and the Parties agree that the estimated annual cost figure set forth in this paragraph shall be adjusted and deemed amended herein accordingly.

13. Reimbursable Expenses. The Local Government will not be reimbursed for expenses it bears unless expressly provided for in this Agreement.

14. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement.

15. Indemnification. Local Government shall indemnify and hold harmless the County and all of the County's current, past, and future officers, agents, and employees (collectively, "Indemnified Parties") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and (i) relating to the Local Government's use of the Website or the Local Government's advertisements or notices published on the Website, or (ii) caused or alleged to be caused, in whole or in part, by any breach of this Agreement by the Local Government, or (iii) any intentional, reckless, or negligent act or omission of the Local Government, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement or the Local Government's use of the Website. The Local Government further agrees and acknowledges that, from time to time, issues relating to, for example, technological glitches or failures, hardware or software malfunction, connectivity, and loss of power may arise and that such issues may impact the ability of the Local Government to use the Website to publish advertisements and notices. The Local Government agrees and acknowledges that the County shall not be liable for any such issues, and further agrees to indemnify and hold harmless the Indemnified Parties from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity relating to such issues. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

16. Termination. Either Party may terminate this Agreement without cause upon at least 90 days' prior written notice to the other Party. This Agreement may also be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within 30 days after receipt written or electronic notice of from the aggrieved Party identifying the breach. In addition, if the publication of advertisements and notices on the Website is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of the County's designated publicly accessible website for publication of such advertisements and notices, this Agreement

will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.

17. Public Records. The Parties acknowledge and agree that as political subdivisions of the State of Florida, both Parties are subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Nevertheless, the County is not the custodian of the Local Government's records and the Local Government acknowledges and agrees that the County does not assume responsibility for handling or responding to any public records requests submitted to the Local Government. Each Local Government shall be responsible for maintaining, in accordance with the requirements of Florida law and retention schedules, all records associated with its own legal advertisements and notices posted on the Website and for fulfilling public records requests relating to such legal advertisements and notices. In the event that any confidential records or materials are exchanged, the Parties shall endeavor to treat the other Party's confidential information as it would treat its own confidential information of a similar nature. In the event that third party records are exchanged, the Parties mutually agree to inform the other Party of any requirements or potential confidential nature of such records. The parties' compliance with, or good faith attempt to comply with, the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

18. Notices. Unless expressly provided otherwise in another section of this Agreement, for any notice to a Party to be effective under this Agreement, such notice must be sent via U.S. first class mail, with a copy sent contemporaneously via email, to the addresses listed below. Such notice shall be effective upon mailing. A Party may at any time provide written notice to the other Party designating a new address for receipt of future notices. Any such notice of a newly designated address shall be kept with, and deemed a part of, this Agreement.

FOR MIAMI-DADE COUNTY:
Miami-Dade County Communications and Customer Experience Department
ATTN: Inson Kim
111 NW 1st Street
Suite 2510
Miami, FL 33128

FOR LOCAL GOVERNMENT:
Office of the City Clerk
ATTN: Andrise Bernard, MMC, City Clerk
17011 NE 19th Avenue
N. Miami Beach, FL 33162

19. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

20. Assignment. Neither this Agreement nor any term or provision hereof or right hereunder shall be assignable by either Party without the prior written consent of the other Party. It is provided, however, this provision shall not be deemed to prohibit the County, in its sole discretion, from procuring any goods or services relating to the operation, maintenance, or use of the Website by the County or the Local Government.

21. Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

22. Severability. If any provision of this Agreement is found to be unenforceable, in any respect, by any court of competent jurisdiction, that provision shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

23. Third-Party Beneficiaries. Neither the Local Government nor the County intends to directly or substantially benefit any third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement or to seek any interpretation or declaratory or injunctive relief pertaining to the Agreement.

24. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit

shall be in the United States District Court for the Southern District of Florida. **EACH PARTY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PARTICIPATION AGREEMENT.**

25. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed on behalf of the County and the Local Government, respectively, by persons authorized to execute same on their behalf.

26. Representation of Authority. Each person executing this Agreement on behalf of a Party represents and warrants that such person is, on the date the person signs this Agreement, duly authorized by all necessary, such as the Clerk's Office, and appropriate action to execute this Agreement on behalf of such Party and that the person does so with full legal authority.

27. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

28. Materiality and Waiver or Breach. Each requirement, duty, and obligation set forth herein is understood to be bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: MIAMI DADE COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Mayor or County Mayor's Designee, authorized to execute same by Board action on _____, and the Local Government, signing by and through its Clerk's Office, duly authorized to execute same.

MIAMI-DADE COUNTY, by and through
its County Mayor or County Mayor's Designee

Approved as to form
and Legal Sufficiency

Assistant County Attorney

1/15/26
Date

By: _____

6th day of JANUARY, ~~2025~~ 2026

LOCAL GOVERNMENT

City of North Miami Beach

11.20.25

Tanya Katerman
Interim DCM

ATTEST:

for By: _____
Andrew Plotkin, Interim City Manager

Andrise Bernard
Andrise Bernard, MMC, CITY CLERK

_____ day of _____, 2025

Approved as to form
and legal sufficiency:
GREENSPOON MARDER, LLP

Ahmad Johnson
CITY ATTORNEYS

RESOLUTION NO. R2025-188

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN THE INTERLOCAL ACCESS AGREEMENT FOR LOCAL GOVERNMENTAL PUBLICATION OF LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON COUNTY DESIGNATED WEBSITE, PROVIDING FOR FINDINGS OF FACT; CONFIRMING EXPIRAION AND LIMITATION OF APPROVAL; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 50.011 of Florida Statutes provides that the publication of legal notices, may be placed on specified types of newspapers and print publications; and

WHEREAS, Section 50.0311 of Florida Statutes provides that such advertisements and notices may instead be placed on a publicly accessible website of the county; and

WHEREAS, Section 50.0311 further provides that "[a] governmental agency may use the publicly accessible website of the county in which it lies to publish legally required advertisements and public notices if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper"; and

WHEREAS, pursuant to Section 50.0311, Miami-Dade County has decided to designate a publicly accessibly website – legalads.miamidade.gov – for the publication of legally required advertisements and public notices, provided the cost of publishing such advertisements and notices on this website is less than the cost of publishing them in print; and

WHEREAS, the City of North Miami Beach desires to utilize the Miami-Dade County designated publicly accessible website – legalads.miamidade.gov – for the online publication of certain advertisements and notices, in accordance with section 50.0311; and

WHEREAS, the Mayor and City Commission find that it is in the City's best interests to enter into an interlocal agreement, titled – Interlocal Access Agreement for Local Government Publication of Legal Advertisements and Public Notices on County Designated Website, and attached herein as EXHIBIT A, with Miami-Dade County for the publication of certain advertisements and public notices and to address, among other matters, costs, parameters, and indemnification.

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

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

Section 2. **Authorization to the Interim City Manager.** The Mayor and City Commission, hereby grants the Interim City Manager, Andrew Plokin, the authority, to sign and submit the Interlocal Access Agreement for Local Government Publication of Legal Advertisements and Public Notices on County Designated Website, attached herein as EXHIBIT A, to Miami-Dade County on behalf of the City of North Miami Beach, based on the findings and concurrence described above.

Section 3. **Conflicts.** All resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. **Effective Date.** This Resolution shall be in force and take effect immediately upon its passage and adoption.

[THE REMAINDER OF THE PAGE WAS INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED by the City of North Miami Beach City Commission at the regular meeting assembled this **17th day of November 2025.**

ATTEST:

ANDRISE BERNARD, MMC
CITY CLERK

MICHAEL JOSEPH
MAYOR

(CITY SEAL)

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

GREENSPOON MARDER, LLP

BY:
CITY ATTORNEYS

Sponsored By: Mayor and City Commission

COMMISSIONERS	YES	NO	ABSTAIN	ABSENT
Mayor Michael Joseph	✓			
Vice-Mayor Daniela Jean	✓			
Commissioner Jay Chernoff	✓			
Commissioner Lynn Su	✓			
Commissioner Fortuna Smukler	✓			
Commissioner McKenzie Fleurimond	✓			
Commissioner Phyllis Smith	✓			

ATTACHMENT II – EXHIBIT A

* * *

CHAPTER XXIV ZONING AND LAND DEVELOPMENT

* * *

ARTICLE XV. OTHER DEVELOPMENT REVIEW PROCEDURES

* * *

SECTION 24-180. Denial, Notices, and Fees

…

(B) *Notices.*

(1) ~~*Newspaper p*~~**Publication.** Notice of all ~~pending re~~zoning or land use ~~variance~~ applications before the City Commission ~~Council~~ shall be advertised on the designated publicly accessible website of Miami-Dade County ~~in a newspaper of general circulation within the City of North Miami Beach~~ in accordance with the ~~statutory~~ requirements of Section 166.041 and Section 50.0311, Florida Statute.

(2) **Courtesy Letters.**

(a) All property owners within five hundred (500) feet of the subject property which ~~is the subject of~~ has applied for a ~~re~~zoning or land use ~~variance~~ request requiring public hearing ~~and within five hundred (500) feet of property which is the subject of a variance request and within five hundred (500) feet of commercial or multifamily property which is the subject of a site plan approval request~~ shall be transmitted a courtesy notice by mail stating the following:

1. Date, time and place of hearing~~;~~
2. Type of petition to be considered~~; and~~
3. Place and times the petition may be reviewed~~.~~

(b) The names of the property owners shall be as listed in the most current edition of the Miami-Dade County Tax Rolls. Failure of a property owner to receive such courtesy notice shall not void any decision reached on the subject matter.

(c) When a multifamily residential structure, which contains a legally constituted homeowners' or condominium association, is located within the distances in (2) above, an individual notice shall be sent to each individual ~~fee simple~~ property owner. Additionally, a single notice transmitted to the current president or officer in charge shall be posted in a public common area such as lobby, elevator, clubhouse or meeting room.

(3) ~~*Large area rezonings*~~ **Changes to zoning or land use initiated by the City of North Miami Beach**. ~~With respect to rezoning applications on property consisting of five (5%) percent or more of~~

~~the total land area of the City,~~ Any Comprehensive Plan Map Amendment, Comprehensive Plan Text Amendment, Zoning Map Amendment or Zoning Text Amendment initiated by the City of North Miami Beach shall meet the advertising and public notice ~~the~~ requirements of Section 166.041 and Section 50.0311, Florida Statutes, consistent with the provisions ~~as the same may be amended from time to time shall be applicable in lieu~~ of subsections ~~(1) and (2) hereof~~.

…

* * *

CHAPTER XXIV ZONING AND LAND DEVELOPMENT

* * *

ARTICLE XIX. DEVELOPMENT AGREEMENTS

* * *

SECTION 21-214. Development agreements.

…

(B) *Notices.* Notice of intent to consider a development agreement shall be provided as follows:

(1) Notice shall be advertised ~~at least seven (7) days before each public hearing~~ on the designated publicly accessible website of Miami-Dade County ~~in a newspaper of general circulation and readership in Miami-Dade County.~~ in accordance with the requirements of Section 163.3225, Section 166.041, and Section 50.0311, Florida Statute.

(2) Notice shall be mailed to all affected property owners at least ten (10) days before the first public hearing. For purposes of this subsection, "affected property owner" means owners of record, as reflected on the Miami-Dade County Property Appraiser's tax roll as updated, of the property that is the subject of the development agreement.

(3) Notice of the first public hearing shall also be mailed to all property owners of record, as reflected on the Miami-Dade County Property Appraiser's tax roll as updated, of the property within the radius provided in Section 24-180(B)(2) for notice of an application for rezoning.

(4) Except as provided herein, the content and requirements for processing the legally required advertising ~~newspaper~~ and mail notice shall comply with Section 24-180(B)(1). The notice shall specify the location of the land subject to the development agreement, the development uses proposed on the property, the proposed population densities,

and the proposed building intensities and height, and shall specify a place where a copy of the proposed agreement can be obtained.

(5) The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing. The Director may also, at ~~in~~ the Director's discretion, require that mailed notice of the second public hearing be provided.

…

* * *

CHAPTER XXIV ZONING AND LAND DEVELOPMENT

* * *

APPENDIX A. LAND DEVELOPMENT FEE SCHEDULE

…

(I) Notice/Advertising

(1) Actual costs associated with published notices shall be borne by the applicant for Land Use Plan Amendments and Rezonings. These costs shall be:

(a) Actual cost of publication of legally required advertising ~~newspaper ads~~, plus $200.00~~; plus~~

(b) $3.00 per label, $100.00 minimum, for courtesy notification letters mailed to ~~noticing~~ all property owners within 500 feet of the subject property

(c) Actual cost of public notice sign fabrication and installation, plus $100.00.

…

ATTACHMENT II

ORDINANCE NO. 2026-XX

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING CHAPTER XXIV, ENTITLED ZONING AND LAND DEVELOPMENT, ARTICLE XV., OTHER DEVELOPMENT REVIEW PROCEDURES, SECTION 24-180 DENIALS, NOTICES, AND FEES; ARTICLE XIX., DEVELOPMENT AGREEMENTS, SECTION 24-214 DEVELOPMENT AGREEMENTS; AND APPENDIX A LAND DEVELOPMENT FEE SCHEDULE, OF THE CITY'S CODE OF ORDINANCES TO ENABLE PUBLICATION OF REQUIRED LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON THE DESIGNATED MIAMI-DADE COUNTY WEBSITE CONSISTENT WITH R2025-196 INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY AND IN COMPLIANCE WITH FLORIDA STATUTE 50.0311 PUBLICATION OF ADVERTISEMENTS AND PUBLIC NOTICES ON A PUBLICLY ACCESSIBLE WEBSITE AND GOVERNMENTAL ACCESS CHANNELS; PROVIDING FOR CODIFICATION, FINDINGS OF FACT, CONFLICTS, SCRIVENER ERRORS, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Florida Statute 50.0311 publication of advertisements and public notices on a publicly accessible website and governmental access channels, the City of North Miami Beach ("City"), is authorized by the State of Florida to utilize a county designated website for publication of legally required advertisements and public notices; and

WHEREAS, pursuant to Section 50.0311, Miami-Dade County has decided to designate a publicly accessibly website – legalads.miamidade.gov – for the publication of legally required advertisements and public notices, provided the cost of publishing such advertisements and notices on this website is less than the cost of publishing them in print; and

WHEREAS, the City has determined that the cost of legally required advertising and public notices associated with Chapter XXIV Zoning and Land Development will be reduced by approximately $120,000 annually; and

WHEREAS, the City desires to utilize the Miami-Dade County designated publicly accessible website – legalads.miamidade.gov – for the online publication of certain advertisements and notices, in accordance with section 50.0311; and

WHEREAS, the City Commission approved R2025-XX authorizing the City Manager to sign an interlocal agreement with Miami-Dade County for the use of the website – legalads.miamidade.gov; and

WHEREAS, the provisions of this Ordinance shall enable the City to utilize the Miami-Dade County website for the publication of legally required advertisements and public notices for all matters concerning Chapter XXIV Zoning and Land Development Regulations; 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 city.

NOW, THEREFORE, 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 Mayor and 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 as attached in EXHIBIT A, containing provisions necessary for the implementation of the following City Commission priorities:

1. Enabling the use of legalads.miamidade.gov for all legally required advertisements and public notices associated with Chapter XXIV Zoning and Land Development.
2. Reducing direct costs to the city budget of an estimated $60,000 annually.
3. Reducing the collective direct costs to property owners filing quasi-judicial zoning applications requiring public hearings by an estimated $1,673 per legally required advertisement.

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. Conflict. 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. Scrivener 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.

APPROVED on the first reading this ____ day of _____, 2026.

APPROVED AND ADOPTED on second reading this ____ day of _____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:

GREENSPOON MARDER, LLP

BY: _____
CITY ATTORNEYS

Sponsored by: _____

COMMISSIONERS	YES	NO	ABSTAIN	ABSENT
Mayor Michael Joseph				
Vice-Mayor Lynn Su				
Commissioner Jay Chernoff				
Commissioner Daniel Jean				
Commissioner Fortuna Smukler				
Commissioner McKenzie Fleurimond				
Commissioner Phyllis Smith				

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, 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

NO COMMENTS

5. Quasi-Judicial Public Hearing

DRAFT

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

Chair, Mark St. Vil	YES
Daniel Heisler	YES
Ruth Ogen	YES
Julian Kreisberg	YES
Gregory Thomas	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

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because the AD HOC nature that typically occurs with adopting code of ordianes 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)

DRAFT

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

Chair, Mark St. Vil	YES
Daniel Heisler	YES
Ruth Ogen	YES
Julian Kreisberg	YES
Gregory Thomas	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.

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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.

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Motion made at 7:10 PM for approval by Gregory Thomas and was seconded by Julian Kreisberg.

Chair, Mark St. Vil	YES
Daniel Heisler	YES
Ruth Ogen	YES
Julian Kreisberg	YES
Gregory Thomas	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?

DRAFT

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

DRAFT

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

DRAFT

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

Chair, Mark St. Vil	YES
Daniel Heisler	YES
Ruth Ogen	NO
Julian Kreisberg	YES
Gregory Thomas	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?

DRAFT

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

DRAFT

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

Chair, Mark St. Vil	YES
Daniel Heisler	YES
Ruth Ogen	YES
Julian Kreisberg	YES
Gregory Thomas	YES

7. Discussion

I. Miami-Dade County Local Mitigation Strategy

a. Mitchell presents at 7:47 PM

8. Staff Comments

DRAFT

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

TO:	Mayor and City Commission
FROM:	Commissioner Lynn Su
VIA:	Darvin Williams, City Manager
DATE:	February 17, 2026

RE: Ordinance No. 2026-04 (First Reading) Noise Ordinance (Commissioner Lynn Su)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Ordinance
- Memo
- Exhibit B - Sunny Isles Beach Ordinance
- Ordinance No. 2017-15

ORDINANCE NO. 2026-XX

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AMENDING CHAPTER IX OF THE CITY OF NORTH MIAMI BEACH CODE OF ORDINANCES, "OFFENSES AND MISCELLANEOUS PROVISIONS," SECTION 9-4 "NOISE CONTROL," TO ESTABLISH SPECIFIC NOISE REGULATIONS FOR OUTDOOR POWER TOOLS AND LANDSCAPING EQUIPMENT AT RESIDENCES, AND FOR OUTDOOR EVENTS AND TO CLARIFY ENFORCEMENT; PROVIDING FOR CONFLICTS; SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 9, Section 9-4 of the City of North Miami Beach Code of Ordinances ("Code") sets forth standards for noise control within the City; and

WHEREAS, Section 9-4.2 of the Code prohibits loud, excessive, unnecessary or unusual noise and identifies specific types of noise that are declared to be unlawful; and

WHEREAS, Section 9-4.7 of the Code restricts noise from building, construction, manufacturing and similar activities, particularly the operation of heavy equipment, during certain hours, and Section 9-4.8 regulates vending vehicles; and

WHEREAS, the City has received complaints concerning recurring noise from lawn mowers, leaf blowers and other landscaping equipment operated outdoors at residences during nighttime and early-morning hours; and

WHEREAS, City staff, including Code Compliance and the Police Department, have determined that while such activities may in some circumstances be addressed under the general prohibition in Section 9-4.2, the Code does not expressly identify residential landscaping equipment or establish specific quiet hours for that type of noise; and

WHEREAS, the lack of express standards for outdoor landscaping equipment at residences makes enforcement less predictable for residents, property owners, and enforcement personnel; and

WHEREAS, Miami-Dade County's noise regulations in Section 21-28 of the Miami-Dade County Code identify "power tools and landscaping equipment" used outside a residence as a specific source of noise and restrict the hours of operation; and

WHEREAS, the Mayor and City Commission find that creating a similar, clear standard for outdoor power tools and landscaping equipment at residences within North Miami Beach will improve quality of life, provide clearer expectations for residents and contractors, and assist enforcement personnel in applying the City's noise regulations in a fair and consistent manner; and

WHEREAS, the Mayor and City Commission further find it appropriate to clarify enforcement authority, including coordination with the Police Department for violations occurring outside normal Code Compliance operating hours, and to authorize administrative civil fines to promote uniform and effective enforcement; and

WHEREAS, the Mayor and City Commission further find it appropriate to clarify the application of the existing penalty provisions in Section 9-4.6 to violations involving outdoor power tools and landscaping equipment at residences; and

WHEREAS, the Mayor and City Commission find that the amendments set forth in this Ordinance are in the best interests of the public health, safety, and welfare;

WHEREAS, the City regularly permits and hosts outdoor events that include amplified sound, including community events, cultural events, and special activities held on public and private property; and

WHEREAS, the Mayor and City Commission recognize that outdoor events permitted or approved by the City may include amplified sound that is appropriate for the event setting but must be managed in a manner that minimizes impacts on nearby residential areas; and

WHEREAS, noise associated with outdoor events remains subject to the City's existing noise standards and enforcement authority under Chapter IX, Section 9-4 of the City Code, including Sections 9-4.2 and 9-4.6, as well as applicable permit conditions imposed by the City; and

WHEREAS, the purpose of this Ordinance is to clarify how existing noise standards apply to outdoor power tools and landscaping equipment at residences, and to confirm that permitted outdoor events remain subject to the City's existing noise and enforcement framework.

WHEREAS, the Mayor and City Commission find that the amendments set forth in this Ordinance are in the best interests of the public health, safety, and welfare;

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

SECTION 1.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference as the legislative intent of this Ordinance.

SECTION 2.

Amendment to Section 9-4.2, "Unnecessary and Excessive Noises Prohibited."
Chapter IX, "Offenses and Miscellaneous Provisions," Section 9-4, "Noise Control," Section 9-4.2, "Unnecessary and Excessive Noises Prohibited," of the Code of Ordinances of the City of North Miami Beach, Florida, is hereby amended to add new subsections g and h. to read as

follows. Existing subsections a. through f. shall remain in full force and effect and are not amended except as expressly set forth below.

9-4.2 Unnecessary and Excessive Noises Prohibited.
It shall be unlawful for any person to make, continue, or cause to be made or continued any loud, excessive, unnecessary or unusual noise. The following acts, among others, are declared to be loud, excessive, unnecessary or unusual noises in violation of this section, but this enumeration shall not be deemed to be exclusive, namely:
a. – f. *[NO CHANGE]*
g. Outdoor power tools and landscaping equipment at residences. The operation of any noise-producing lawn mower, lawn edger, weed trimmer, blower, chipper, chain saw, power tool, or other similar noise-producing equipment outdoors at a residence between the hours of 8:00 p.m. and 8:00 a.m., when such operation is plainly audible within any other residential dwelling unit or at a distance of one hundred (100) feet from the property on which the equipment is operated.

For purposes of this subsection:

1. "Residence" means any property used or zoned for residential purposes, including single-family, duplex, townhouse, and multi-family dwellings.
2. "Outdoors" means any location outside of a fully enclosed building. A garage shall be considered "outdoors" if any vehicle door is open while the equipment is in use.
3. This subsection shall not apply to emergency work that is necessary to address an immediate threat to life, health, safety, or property, provided that such work is limited to the time needed to remove the emergency condition.
4. This subsection shall not apply to municipal operations conducted by or on behalf of the City of North Miami Beach, including but not limited to parks and athletic field maintenance, recreation facility groundskeeping, special events, or contractors performing work for the City in support of official municipal functions.
5. Enforcement by Police and Code Compliance. Violations of this subsection may be enforced by the Code Compliance Division and the Police Department. The Police Department is authorized to investigate and document violations occurring during restricted hours, including hours outside normal Code Compliance operating times. Code Compliance Officers may rely upon police reports, sworn statements, photographs, audio or video recordings, or other competent evidence gathered by law enforcement officers to issue warning notices and civil violation citations under this subsection.

h. Outdoor Events. Outdoor events not conducted by or on behalf of the City of North Miami Beach shall remain subject to the City's existing noise standards and enforcement authority, which may be enforced, as appropriate, by Code Compliance Officers or by the Police Department.

SECTION 3.

Amendment to Section 9-4.6, "Violations; Penalties." Chapter IX, "Offenses and Miscellaneous Provisions," Section 9-4, "Noise Control," Section 9-4.6, "Violations; Penalties," of the Code of Ordinances of the City of North Miami Beach, Florida, is hereby amended to clarify its

application to the new subsections 9-4.2 g and h., as follows (additions shown as new text; sections not referenced remain unchanged):

9-4.6 Violations; Penalties.

a. A first violation of subsections 9-4.2(b), (c), (f), (g), or (h), subsection 9-4.3, or subsection 9-4.5 shall result in the issuance of a warning citation,
b. A second or subsequent violation of subsections 9-4.2(a), (d), (e), (b), (c), (f), (g) or (h), subsection 9-4.3, subsection 9-4.4, or subsection 9-4.5 shall be subject to a civil fine in an amount not to exceed five hundred dollars ($500.00), as provided in the City's Code of Ordinances.
c. Each occurrence of a violation may be treated as a separate violation for enforcement purposes.
d. Preset Civil Fine — Outdoor Power Tool and Landscaping Equipment Violations. Notwithstanding any other provision of this section, each violation of Section 9-4.2(g) or (h) shall be subject to a civil fine of five hundred dollars ($500.00) per occurrence. Each separate incident and each separate date shall constitute a distinct violation. Such violations may be issued as administrative civil citations by Code Compliance Officers or Police Officers and shall be scheduled for hearing before the Special Magistrate.

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

SECTION 5.
If any section, subsection, sentence, clause, phrase, or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall in no way affect the validity of the remaining portions of this Ordinance, which shall remain in full force and effect.

SECTION 6.
It is the intention of the City Commission of the City of North Miami Beach, Florida, 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 intention, and the word "Ordinance" may be changed to "Section," "Article," or other appropriate word.

SECTION 7.
This Ordinance shall become effective immediately upon adoption.

APPROVED on first reading this **___ day of _____, 2026**

APPROVED AND ADOPTED on second reading this **___ day of _____, 2026.**

ATTEST:

_____
ANDRISE BERNARD, MMC
CITY CLERK

_____
MICHAEL JOSEPH
MAYOR

(CITY SEAL)

APPROVED AS TO FORM &
LANGUAGE & FOR EXECUTION

_____
GREENSPOON MARDER
CITY ATTORNEY

SPONSORED BY: Commissioner Lynn Su

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: First Reading – Update to Noise Ordinance Addressing Residential Landscaping Equipment and Outdoor Amplified Sound

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Purpose of the Ordinance Update

The purpose of this ordinance update is to provide clearer, more practical standards for noise that most often affects residential neighborhoods. The focus is not on expanding enforcement authority, but on clarifying expectations for residents, contractors, and event organizers so that noise issues can be addressed consistently and fairly.

Existing Ordinance and Identified Issues

The City's current noise ordinance was last substantially updated in 2017. It generally prohibits loud, excessive, or unusual noise and includes provisions addressing construction activity and other specific sources. However, the ordinance does not clearly regulate outdoor landscaping equipment used at residences, nor does it establish defined quiet hours for that activity.

As a result, early-morning and late-night use of lawn mowers, leaf blowers, and similar equipment has generated recurring complaints. While some of these situations can be addressed under the general noise provisions, the absence of a specific standard has made enforcement inconsistent and difficult to explain to residents.

In addition, the existing ordinance does not directly address how outdoor amplified sound at permitted events should be evaluated when distance and site layout reduce impacts on nearby homes. This has led to questions about when sound is noticeable but not disruptive, and when it crosses into a residential impact.

Summary of Proposed Ordinance Changes

The proposed ordinance amends Chapter IX, Section 9-4 of the City Code in two focused areas.

First, it establishes defined quiet hours for outdoor landscaping equipment used at residences. Under the ordinance, such equipment may not be operated outdoors between 8:00 p.m. and 8:00 a.m. if the noise is plainly audible within another residential dwelling unit or can be heard at a distance of one hundred (100) feet from the property where the equipment is being used. The ordinance includes clear definitions and allows limited exceptions for emergency work necessary to address immediate threats to life, health, safety, or property.

Second, the ordinance adds a new subsection addressing outdoor amplified sound associated with permitted events. This provision evaluates impact rather than volume alone. Amplified sound at an outdoor event is not allowed if it is plainly audible within a residential dwelling unit or can be heard at a distance of one hundred (100) feet or more from the source of the sound, unless the event permit specifically authorizes it. For this purpose, distance is measured from the source of the amplified sound to the nearest residential dwelling unit.

The ordinance also clarifies how existing penalty provisions apply and expressly exempts municipal operations carried out by or on behalf of the City, including park and athletic field maintenance, recreation facilities, special events, and City contractors performing official municipal work, to ensure essential City services are not restricted.

Basis for Distance-Based Standards

Florida municipalities commonly use a “plainly audible” standard tied to distance as an objective way to evaluate noise impacts without requiring specialized sound-measuring equipment. This approach focuses on the effect of sound on surrounding properties rather than subjective volume levels.

For reference, Exhibit B includes an example from the City of Sunny Isles Beach, which amended its noise ordinance to provide that amplified sound plainly audible at a distance of one hundred (100) feet constitutes prima facie evidence of a violation. This example is provided for context only and is not proposed for adoption by the City.

The proposed ordinance uses this enforcement concept in a limited and careful way. It does not introduce new penalties, does not require decibel meters, and does not prohibit permitted events. Instead, it provides a clear, consistent reference point that can be applied and explained in a straightforward manner.

Process and Next Steps

If approved on first reading, the ordinance will be advertised and returned to the City Commission for second reading in accordance with applicable legal requirements. Prior to second reading, staff will continue to coordinate with the City Attorney’s Office to ensure the ordinance is clear, enforceable, and aligned with existing City procedures.

Attachments

Exhibit A – Ordinance No. 2025-XX (Noise Ordinance Amendment – First Reading).
Exhibit B – Example of Florida Municipal Noise Ordinance Using a Distance-Based “Plainly Audible” Standard (City of Sunny Isles Beach).

ORDINANCE NO. 2022 - _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SUNNY ISLES BEACH, FLORIDA, AMENDING CHAPTER 193 "NOISE" OF THE CITY OF SUNNY ISLES BEACH CODE OF ORDINANCES; PROVIDING FOR DEFINITION OF TERMS; PROVIDING FOR ADDITIONAL STANDARDS OF SOUND MEASUREMENT; REPEALING THE EXEMPTION FOR NOISE GENERATED WITHIN ANY EXISTING CONDOMINIUM; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 193 of the Code of Ordinances ("Code") for the City of Sunny Isles Beach ("City") was adopted with the stated purpose of limiting excessive noise that interferes with the comfortable enjoyment of life, property, recreation or conduct of business in the City; and

WHEREAS, the City Commission has determined a need to more effectively control and abate noise pollution throughout the City; and

WHEREAS, effectively controlling noise pollution and infractions of the City's existing noise regulations has been a recurring issue for the City; and

WHEREAS, the creation of excessive noise is a condition which has existed for some time and is a hazard to the public health, welfare and safety, and the quality of life for the residents and visitors of the City; and

WHEREAS, the residents of the City have a right and should be insured an environment free from excessive sound that may jeopardize their health or welfare; and

WHEREAS, the purpose of this Ordinance is to provide for an enforcement mechanism which will include a "plainly audible" standard of sound measurement for violating noises; and

WHEREAS, this Ordinance shall promote and encourage the citizens and businesses of the City to comply with the City's noise regulations as this Ordinance provides more clarity on the regulated activity and violations; and

WHEREAS, it is not the intent of the City Commission to interfere unduly with freedoms of speech, expression, or religion by enacting this Ordinance, and

WHEREAS, the City Commission believes the following amendments to the City's Code are in the best interests of the health, safety, and welfare of the citizens of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SUNNY ISLES BEACH, FLORIDA, AS FOLLOWS:[1]

Section 1. Incorporation of Recitals. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. Amending Chapter 193 of the Code of Ordinances. Chapter 193 of the City Code is hereby amended to read as follows:

Chapter 193 NOISE

ARTICLE I General Provisions

§ 193-1. Purpose and intent.

The purpose of this chapter is to limit excessive noise that interferes with the comfortable enjoyment of life, property, recreation or conduct of business in the City.

§ 193-2. Definitions.

The following words, terms and phrases when used in this chapter shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

AMBIENT SOUND LEVEL means the summation of the sound from all of the discrete sources affecting a given site at a given time, exclusive of extraneous sounds and those from the source under investigation. The ambient sound level is synonymous with background sound level. Ambient sounds are differentiated from extraneous sounds by the fact that the former are of a more steady state, although they may not be continuous. For purposes of this definition, the term "extraneous sound" means a sound of high intensity and relatively short duration which is neither part of the ambient sound, nor comes from the sound source under investigation.

AMPLIFIED SOUND — means the use of any loudspeaker, public address system, amplifier, or any other device which electronically or mechanically augments the volume of sound, including, by way of example, a radio, television set, electronic device, phonograph, bullhorn, or musical instrument.

CITY MANAGER — The City Manager of the City of Sunny Isles Beach or designee.

[1] Additions to existing text are shown by underline, changes to existing text on second reading are shown by double underline, and deletions are shown as ~~strikethrough~~.

CONSTRUCTION — Any site preparation, assemble, erection, substantial repair, alteration, demolition, or similar action, or public or private rights-of-way, structures, utilities or property.

CONSTRUCTION TOOLS AND EQUIPMENT — Includes but is not limited to: material handling, earthmoving and digging equipment, power tools, generators, air compressors, hand tools, and radios and other sound equipment used by workers on a building site. This definition does not include interior work within a structure which does not generate excessive noise.

DAYLIGHT SAVING TIME — The time established by the federal government to make better use of the daylight.

DEPARTMENT — The Code Enforcement and Licensing Department.

EMERGENCIES — Any occurrence or set of circumstances involving actual or imminent physical trauma or property damage demanding immediate attention.

MECHANICAL EQUIPMENT — Includes but is not limited to, air-handler units, exhaust fans, refrigeration equipment, pump stations and other sound equipment used in buildings.

SPECIAL MAGISTRATE — A person appointed by the City Commission to adjudicate code violations.

PLAINLY AUDIBLE — Means sounds or noise which can be measured or detected by the human ear without the benefit of a hearing aid by a reasonable person of ordinary sensibilities.

STANDARD TIME — The time established by the federal government for the calendar months that are outside of daylight saving time.

VIOLATOR — A person or entity responsible for violation of the Code.

ARTICLE II Prohibited Noise

§ 193-3. Prohibited activities.

It shall be unlawful for anyone to create, operate or cause to be operated on private property any source of sound in such a manner as to create a continuous airborne sound which (i) exceeds 60 decibels [dB(A)], ~~or~~ (ii) exceeds the ambient ~~background noise~~ sound level, (iii) is plainly audible at a distance of 100 feet from the source of the noise, or (iv) is plainly audible from any exterior edge of a building, structure or vehicle if the noise is emanating from a building, structure or vehicle ~~whichever is greater, when measured from the affected real property line~~. Unlawful and excessive noise shall include, but is not limited to, the following:

A. ~~Radio and musical instruments~~ Amplified sound. ~~The playing of any radio, television, phonograph, musical electronic device, or any musical instruments in such a manner or with such volume, particularly during the hours between 11:00 p.m. and 7:00 a.m. or at any time or place so as to annoy or disturb the quiet, comfort, or repose of persons in any office or in any dwelling, hotel, or other type of residence, or of any person in the vicinity;~~ The making of amplified sound in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants with louder volume than is necessary for convenient hearing for the person who is in the room, vehicle, chamber, or outdoor private property in which such machine or device is operated and who are voluntary listeners thereto. The making of any such sounds between the hours of 11:00 p.m. and 7:00 a.m. in such manner as to be plainly audible at a distance of 100 feet from the source of the noise, or if the noise is emanating from a building, structure or vehicle, from any exterior edge of that building, structure or vehicle, shall be prima facie evidence of a violation of this section;

B. Animal and bird noises. The keeping of any animals or birds which by causing frequent or long continued noise shall disturb the comfort of any person;

C. Whistle or siren. The blowing of any whistle or siren, except to give notice of the time to begin or stop work or as a warning of fire or danger;

D. Engine exhausts. The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, or motor vehicle, except through a muffler or other device which effectively prevents loud explosive noises therefrom.

E. Limitations on construction. As defined by Article III of this chapter.

F. Handling merchandise. The creating of a loud and excessive noise in connection with loading and unloading any vehicle or the opening and destruction of bales, boxes, crates and containers.

G. Devices that attract attention. The use of any drum, loudspeaker, amplifier or other instrument or device for the purpose of attracting attention for any purpose.

~~H. Noise or sound amplification. Any amplified sound, or unnecessarily loud noises whereby the peace and good order of the neighborhood is disturbed or persons owning or occupying property in the neighborhood are disturbed.~~

~~I.~~ H. Sound trucks. To operate or cause to be operated a sound truck with radio or amplifier within the City without first having obtained a permit from the City Commission.

~~J.~~ I. Mechanical equipment as defined above.

§ 193-4. Exemptions.

The terms and prohibitions of this chapter shall not be applied to or enforced against:

A. Any motor vehicle, boat or other vehicle of the City, the county or the state or licensed public utility vehicle within the City while engaged in necessary emergency or public business.

B. Emergency work of public service utilities by or on behalf of the City, the county, or the state, or performance of such work during the night if the public welfare and convenience renders it impossible to perform such work during the day.

C. Noise generated for the purpose of alerting persons to the existence of an emergency or noise generated in the performance of emergency work. Noise created by mechanical ventilation systems with carbon monoxide monitors as approved by the City.

D. Routine landscaping and other yard maintenance activities. However, the operation of landscaping equipment, including but not limited to lawn mowers, lawn edgers, weed trimmers and blowers, is permitted during the following hours: 7:30 a.m. to 8:00 p.m. Monday through Friday and Saturday between the hours of 9:00 a.m. and 8:00 p.m. Any debris from landscaping or lawn maintenance activities must be maintained on the property from which it originated and not blown or otherwise left in the street or any adjoining property. Any violation of this Section will be processed as a public nuisance pursuant to Chapter 194.

~~E. Noise generated within any existing condominium located in the City, except as otherwise provided in Article III of this chapter. For the purpose of this exemption, noise is defined as any noise described in § 193-3.~~

Section 3. Repealer. All ordinances, or parts of ordinances in conflict herewith be, and the same, are hereby repealed.

Section 4. Severability. If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 5. Inclusion in the Code. It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Code of Ordinances of the City of Sunny Isles Beach; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word, as required.

Section 6. Effective Date. This Ordinance will become effective ten (10) days after adoption at second reading.

PASSED AND ADOPTED on first reading this _____ day of May 2022.

PASSED AND ADOPTED on second reading this _____ day of June 2022.

_____
Dana Robin Goldman, Mayor

ATTEST:

_____
Mauricio Betancur, CMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Edward A. Dion, City Attorney

First Reading

Motion: _____

Second: _____

Second Reading

Motion: _____

Second: _____

Vote on First Reading:

Mayor Goldman	____ (Yes) ____ (No)
Vice Mayor Viscarra	____ (Yes) ____ (No)
Commissioner Joseph	____ (Yes) ____ (No)
Commissioner Lama	____ (Yes) ____ (No)
Commissioner Stuyvesant	____ (Yes) ____ (No)

Vote on Second Reading:

Mayor Goldman	____ (Yes) ____ (No)
Vice Mayor Viscarra	____ (Yes) ____ (No)
Commissioner Joseph	____ (Yes) ____ (No)
Commissioner Lama	____ (Yes) ____ (No)
Commissioner Stuyvesant	____ (Yes) ____ (No)

ORDINANCE NO. 2017-15

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION AMENDING CHAPTER IX OF THE CITY OF NORTH MIAMI BEACH CODE OF ORDINANCES, "OFFENSES AND MISCELLANEOUS PROVISIONS", SECTIONS 9-4 "NOISE CONTROL", 9-19 "BUSINESSES AND OCCUPATIONS PROHIBITED", CHAPTER XII "LOCAL BUSINESS TAX RECEIPTS & REGULATIONS", ARTICLE II "ALCOHOLIC BEVERAGES", SECTION 12-2 "REGULATING THE LICENSING OF THE SALE OF ALCOHOLIC BEVERAGES", TO DELETE ANTIQUATED REGULATIONS REGARDING ALCOHOLIC BEVERAGE ESTABLISHMENTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FOR AN EFFECTIVE DATE.

WHEREAS, the City of North Miami Beach ("City") Code of Ordinances contains regulations for restaurants, bars and lounges and other similar types of establishments, adopted in the 1950's and 1960's; and

WHEREAS, many of the regulations are either antiquated, overly restrictive or addressed by alternate methods within the code (such as setbacks, distance separation, etc.) and maintaining the antiquated and overly restrictive regulations is inconsistent with the City's Strategic Plan, the City's Comprehensive Plan, and the City's Zoning and Land Development Code; and

WHEREAS, the City would like to modernize and update these regulations to be consistent with the City's Strategic Plan, Comprehensive Plan and Zoning and Land Development Code which all seek to encourage restaurants, microbreweries, wineries and distilleries and increase the desirability of the commercial and retail areas within the City; and

WHEREAS, the proposed changes include removing a prohibition on drive-in and curb service restaurants and where liquor is sold, removing design requirements, the ability to have live or juke box music after 11:00pm, the use of pool tables, and pin-ball amusement machines; and

WHEREAS, many of the requirements proposed to be removed from Chapter IX and XII are addressed more appropriately, by the City's Zoning and Land Development Code; and

WHEREAS, the Mayor and City Commission find it to be in the best interests of the City to approve and adopt the amendments to the City's Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of North Miami Beach, Florida:

Section 1. The foregoing "Whereas" clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. Chapter IX of the City of North Miami Beach Code of Ordinances, "OFFENSES AND MISCELLANEOUS PROVISIONS", Section 9-4 "NOISE CONTROL" is amended as follows:

CHAPTER IX OFFENSES AND MISCELLANEOUS PROVISIONS

* * *

9.4.9 NOISE CONTROL

~~9-4.9 Juke Boxes or Music on Premises Holding a Business Tax Receipt.~~

~~It shall be unlawful for any person to play any music or juke box within any place of business holding a business tax receipt after the hour of 11:00 p.m. if such place of business holding a business tax receipt is within five hundred (500) feet of any occupied residence either now constructed or hereafter to be constructed.~~ **Reserved.**

Section 3. Chapter IX of the City of North Miami Beach Code of Ordinances, "OFFENSES AND MISCELLANEOUS PROVISIONS", Section 9-19 "BUSINESSES AND OCCUPATIONS PROHIBITED" is amended as follows:

9-19 - BUSINESSES AND OCCUPATIONS PROHIBITED.

~~**9-19.1 Drive-in or Curb Service Restaurants Prohibited.**~~

~~a. *Prohibited.* Henceforth there is prohibited within the confines of the City the operation of any business which in whole or in part provides that service which is commonly known as curb or drive-in service, wherein food and/or beverage is conveyed by any means, either mechanical or by human agency, from the structure wherein the food and/or beverage is prepared or maintained and kept to the consumer, whether the consumer be seated in an automobile, trailer, vessel, or to any table or any other place of consumption.~~

~~b. *Exception.* This section is in nowise to be interpreted as prohibiting the sale of food for consumption off the premises for "take-home" purposes.~~ **Reserved.**

Section 4. Chapter XII of the City of North Miami Beach Code of Ordinances, "Local Business Tax Receipts & Regulations", Article II "ALCOHOLIC BEVERAGES", Section 12-2 "REGULATING THE LICENSING OF THE SALE OF ALCOHOLIC BEVERAGES" is amended as follows:

Chapter XII Local Business Tax Receipts & Regulations

Article II Alcoholic Beverages

Section 12-2 Regulating the Licensing of the Sale of Alcoholic Beverages

12-2.1 Definitions.

* * *

~~*Distillery* shall mean and include any place and premises wherein any liquor is manufactured for sale.~~

* * *

Microbrewery, winery or distillery: A small-scale, licensed manufacturing establishment which produces, processes, ferments, rectifies or blends craft brews, ciders, wines or distilled spirits; may or may not offer tastings, and may or may not provide on-site sale and consumption of the products.

* * *

~~**12-2.6 Music Between 11:00 p.m. and 7:00 a.m. Prohibited; Nightclubs Excepted.**~~

~~No person holding a business tax receipt under this chapter shall allow or permit between the hours of 11:00 p.m. and 7:00 a.m., instrumental music, music reproduced from records, singing or other forms of entertainment, in any room where beer, wine, liquor, or any alcoholic beverage is sold or offered for sale, in any room or other enclosure connected directly or indirectly thereto by or through any stairway, hallway, doorway, or other means of ingress or egress. Exceptions to this section may be permitted by written authority of the Chief of Police on festival occasions, such as New Year's night; provided, however, "nightclubs" as defined in subsection 12-2.1 shall be excepted.~~ Reserved.

* * *

~~**12-2.10 Regulation of Premises Where Liquor is Sold.**~~

~~No licensed wholesale or retail liquor or alcoholic beverage dealer shall permit or allow on his premises where such liquor or alcoholic beverages are sold:~~

~~a. Any screen, blind, curtain, partition, article or thing in the windows or upon doors which shall prevent a clear view into the interior of such licensed premises from the sidewalk at all times;~~

~~b. Any booth, screen, partition or other obstructions in the interior of the licensed premises;~~

~~c. Any swinging entrance doors;~~

~~d. Any box, stall partition, or any obstruction which prevents a full view of the entire room by every person present therein;~~

~~e. Any opening or means of entrance or passageway for persons or things between the licensed premises and any other room or place in the building containing the licensed premises, or any adjoining or abutting premises. All glass in any window or door on the licensed premises shall be clear and shall not be opaque, colored, stained or frosted.~~

~~f. The congregating or loitering of any law less, vicious or immoral persons, nor the solicitation of any female as hostess or otherwise to encourage the purchase of drinks by customers, or to meet or make engagements with men.~~ Reserved.

* * *

~~**12-6 - Amusement Equipment Pool Table, etc., on Business Premises.**~~

~~a. *Permitted in B-3 Zone Only.* It is prohibited and unlawful to install, use or maintain any pool table, pinball machine or other game or amusement equipment or paraphernalia in any bar and grill, restaurant or other business premises hereinafter established in a zoning district other than B-3, except as hereinafter provided in paragraph f.~~

~~b. *Continuation.* Any bar and grill, restaurant, campground or movie theater located in a zoning district other than B-3, which presently uses and maintains pool tables, pinball machines or~~

~~other game and amusement equipment and paraphernalia, may continue to use and maintain same to that extent only up until such time as that establishment or their successors in interest ceases operation or goes out of business. No existing use of such equipment may be expanded in zoning districts other than B-3. The City Clerk shall note the number and type of equipment on each business tax receipt affected. All such equipment shall be located within the confines of a building.~~

~~c. It shall be permitted and lawful to use and maintain pool tables, pinball machines and game and amusement equipment and paraphernalia located in a game and amusement establishment, if any, presently located in a B-3 zoning district, and it shall be permitted and lawful to hereafter install the equipment and paraphernalia in any new game and amusement establishment to be located in a B-3 zoning district.~~

~~d. It shall be permitted and lawful to install, use and maintain pool tables, pinball machines and other game and amusement equipment and paraphernalia, not exceeding four (4) in number, in a bar and grill, restaurant or other business establishment as a subsidiary, adjunct and ancillary use, provided the establishments are located in a B3 zoning district.~~

~~e. The Community Development Department and/or the City Clerk's Office shall enforce this section and issue citations and notices of violations returnable before the Code Enforcement Board in appropriate cases.~~

~~f. Game or amusement equipment may be allowed in B-1 and B-2 zoning districts as a special limited conditional accessory use in movie theaters, lounges, clubs, bars and grills, restaurants or other similar businesses, within the discretion of the City Manager or his designee, and based upon a reasonable and logical nexus to the main business use, the appropriateness of the location, square footage and other safety considerations.~~

~~An application for this amusement equipment special limited conditional accessory use shall be submitted to the City Manager or designee together with an application fee of one hundred ($100.00) dollars, prior to the applicant's filing a business tax receipt application. The approved special limited conditional accessory use application shall be submitted to the City Clerk upon the filing of the business tax receipt application.~~

~~The determination of the City Manager regarding an amusement equipment special limited conditional accessory use application shall be appealable directly to the City Commission.~~ **Reserved.**

* * *

Section 5. The Director of Community Development is hereby directed to make all necessary changes to the City of North Miami Beach Zoning and Land Development Code to implement the intent of this Ordinance.

Section 6. All ordinances or parts of ordinances in conflict therewith be and the same are hereby repealed.

Section 7. If any section, subsection, clause or provision of this Ordinance is held invalid, the reminder shall not be affected by such invalidity.

Section 8. It is the intention 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 relettered to accomplish this intention and the word "Ordinance" may be changed to "Section", "Article", or other appropriate word as the Codifier may deem fit.

Section 9. This Ordinance shall become effective ten days after adoption on second reading.

APPROVED on first reading this 19th day of December, 2017.

APPROVED AND ADOPTED on second reading this 16th day of January, 2018.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

GEORGE VALLEJO
MAYOR

(CITY SEAL)

APPROVED AS TO FORM &
LANGUAGE & FOR EXECUTION

12/27/17

JOSÉ SMITH
CITY ATTORNEY

Note: Proposed additions to existing City Code text are indicated by underline.

Legislation
11.4.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Vice Mayor Fortuna Smukler
VIA:	Darvin Williams, City Manager
DATE:	February 17, 2026

RE: Resolution No. R2026-29 Decommission of the NMB Water Task Force (Vice Mayor Fortuna Smukler)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

Appointments
13.8.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	February 17, 2026

RE: Appointing Dana Shiro to the Youth Advisory Board (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND ANALYSIS: None.

RECOMMENDATION: Approval.

FISCAL/ BUDGETARY IMPACT: None.

ATTACHMENTS:

Description

- Dana Shiro - Application

City of North Miami Beach, Florida

APPLICATION FOR YOUTH ADVISORY BOARD

The Youth Advisory Board shall have only advisory powers to the Mayor and City Commission and shall submit reports and recommendations to the Mayor and City Commission pertaining to matters involving and/or affecting the youth of the city.

(PLEASE PRINT CLEARLY)

1. NAME: Dana Shiro

2. HOME ADDRESS: 19964 NE 19th Pl

   CITY: Miami STATE: _____ ZIP: _____

3. BUSINESS NAME: N/A

   BUSINESS ADDRESS: N/A

   CITY: N/A STATE: N/A ZIP: N/A

4. CONTACT NO: (HOME) 7865203181 (BUSINESS) N/A

   CELL: 7868649241 EMAIL ADDRESS: dana@shiro-web.com

   FAX: N/A

5. ARE YOU A RESIDENT OF THE CITY OF NORTH MIAMI BEACH OR DO YOU WORK IN THE CITY OF NORTH MIAMI BEACH?

   RESIDENT YES WORK N/A HIGH SCHOOL STUDENT (YES OR NO)

6. HAVE YOU EVER BEEN CONVICTED OF A FELONY? YES _____ NO X

7. HIGHEST LEVEL OF EDUCATION AND OCCUPATION:

   Currently in High School

CITY CLERK'S OFFICE
'26 JAN 16 PM2:40

8. ARE YOU RELATED TO A CITY EMPLOYEE? YES _____ NO x_____
(IF YES, PLEASE STATE THE NAME OF THE EMPLOYEE AND THE DEPARTMENT IN WHICH HE/SHE WORKS: N/A)

9. EMPLOYMENT HISTORY (PLEASE INCLUDE EMPLOYER, POSITION, YEARS SERVED):

PRESENT STATUS: N/A

_____ to _____ _____

_____ to _____ _____

_____ to _____ _____

10. HAVE YOU EVER SERVED ON AN ADVISORY BOARD OR COMMITTEE DEALING WITH YOUTH MATTERS (IF SO PLEASE LIST WHERE, WHEN, AND IN WHAT CAPACITY)

BeWell Mental Health Youth Advisory Group — I am currently a member, and it is facilitated through my high school. We meet twice a month and find ways to improve the mental health environment in high schools in Miami.

Cadena Youth Volunteer & Community Action Initiatives — I am currently president, and have participated in youth-led service initiatives focused on disaster relief and community support. I collaborate with other students to organize aid efforts, raise awareness, and contribute to projects that address real community needs.

Tutors for a Cause — As a student tutor and a youth mentor from 2023 to now, I work with younger students to provide academic support while serving as a positive peer role model.

11. PLEASE STATE YOUR REASON FOR INTEREST IN APPLYING FOR THE YOUTH ADVISORY BOARD:

I am interested in joining the Youth Advisory Board because I bring a unique perspective shaped by my Jewish identity, my involvement in diverse communities, and my strong sense of compassion and responsibility toward others. My experiences in leadership, service, and youth advocacy have allowed me to interact with people from many different backgrounds, helping me develop empathy, cultural awareness, and the ability to listen thoughtfully. I value dialogue, inclusivity, and respectful collaboration, and I believe these qualities are essential when representing youth voices. I want to contribute a perspective that is both grounded in my own values and open to learning from others, while working to ensure that all young people feel seen, supported, and represented in community decisions.

12. PLEASE LIST QUALIFICATIONS, TALENTS, OR EXPERTISE AS IT RELATES TO MEMBERSHIP FOR THIS BOARD:

I bring creativity, leadership, and a ~~strong commitment to inclusion to the Youth Advisory Board. I have written and published a children's book, currently sold~~ on Amazon, that teaches young readers the importance of respecting and including people of all religions and backgrounds. This project required empathy, clear communication, and the ability to present complex ideas in an age-appropriate and meaningful way.

In addition, ~~I have experience working directly with younger children through teaching dance as a form of giving back to my community. This role has strengthened my~~ patience, responsibility, and ability to lead with kindness, while adapting to different learning styles and personalities. Across my academic, creative, and service experiences, I have learned how to listen, collaborate, and advocate thoughtfully. These skills allow me to contribute a well-rounded, compassionate, and proactive perspective to the Youth Advisory Board.

CERTIFICATION

I CERTIFY UNDER OATH, AND PENALTY OF PERJURY, THAT ALL INFORMATION SHOWN ABOVE IS TRUE AND CORRECT. I DO UNDERSTAND THAT ANY APPOINTMENT TO A BOARD, COMMITTEE, COMMISSION OBTAINED ON A MISREPRESENTATION OF A MATERIAL FACT SHALL BE NULL AND VOID.

APPLICATION DATE: 12/17/2025 APPLICANT'S SIGNATURE: 

APPOINTMENT DATE: N/A sent by email BY _____

Revised 2/15/19

Appointments
13.9.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Andrise Bernard, MMC, City Clerk
VIA:	
DATE:	February 17, 2026

RE: Appointing Tamara St-Sauveur to the Youth Advisory Board (Andrise Bernard, MMC, City Clerk)

Description

BACKGROUND ANALYSIS: None.

RECOMMENDATION: Approval.

FISCAL/ BUDGETARY IMPACT: None.

ATTACHMENTS:

Description

- TAMARA ST-SAUVEUR - Application

City of North Miami Beach, Florida

APPLICATION FOR YOUTH ADVISORY BOARD

The Youth Advisory Board shall have only advisory powers to the Mayor and City Commission and shall submit reports and recommendations to the Mayor and City Commission pertaining to matters involving and/or affecting the youth of the city.

(PLEASE PRINT CLEARLY)

1. NAME: TAMARA ST-SAUVEUR

2. HOME ADDRESS: 1750 S Glades Dr.

   CITY: North Miami Beach STATE: FL ZIP: 33162

3. CONTACT NO: (HOME) 786-914-2799 (CELL) _____

   CELL: _____ EMAIL ADDRESS: tamarastsauveur1@gmail.com

   FAX: _____

4. ARE YOU A RESIDENT OF THE CITY OF NORTH MIAMI BEACH? (YES OR NO)

5. HAVE YOU EVER BEEN CONVICTED OF A FELONY? YES _____ NO ✓

6. HIGHEST LEVEL OF EDUCATION: High School

7. ARE YOU RELATED TO A CITY EMPLOYEE? YES _____ NO ✓
   (IF YES, PLEASE STATE THE NAME OF THE EMPLOYEE AND THE DEPARTMENT IN WHICH HE/SHE WORKS: _____)

8. HAVE YOU EVER SERVED ON AN ADVISORY BOARD OR COMMITTEE DEALING WITH YOUTH MATTERS (IF SO, PLEASE LIST WHERE, WHEN, AND IN WHAT CAPACITY)

   Yes, at my local library since my freshmen year (TAB) -Teen advisory board

9. PLEASE STATE YOUR REASON FOR INTEREST IN APPLYING FOR THE YOUTH ADVISORY BOARD:

   An opportunity for working and job experience.

10. PLEASE LIST QUALIFICATIONS, TALENTS, OR EXPERTISE AS IT RELATES TO MEMBERSHIP FOR THIS BOARD:

Responisble, Committment, Quick Learner, Helpful.

CERTIFICATION

I CERTIFY UNDER OATH, AND PENALTY OF PERJURY, THAT ALL INFORMATION SHOWN ABOVE IS TRUE AND CORRECT. I DO UNDERSTAND THAT ANY APPOINTMENT TO A BOARD, COMMITTEE, COMMISSION OBTAINED ON A MISREPRESENTATION OF A MATERIAL FACT SHALL BE NULL AND VOID.

APPLICATION DATE: 1-21-2026 APPLICANT'S SIGNATURE: Tanya Sh

APPOINTMENT DATE: _____ BY _____

Revised 10/14/2025

Discussion Items
15.2.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	Commissioner Daniela Jean
VIA:	Darvin Williams, City Manager
DATE:	February 17, 2026

RE: In-House Creation and Operation of City Concession Stands and the Implementation of POS System (Commissioner Daniela Jean)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

City Manager's Report
16.1.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	
VIA:	
DATE:	February 17, 2026

RE: NMB Water Updates & Highlights (January 2026)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- NMB Water Highlights (January 2026)

NMB water
North Miami Beach, FL

Monthly Progress Report

January 2026

Operations and Maintenance



NMB Water Monthly Progress Report – January 2026

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 708 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

- The CIP Team is currently encountering challenges in securing permits from third-party agencies (DERM, WASD, and FDOH) for the Corona del Mar Collection System – Private Laterals project. Efforts are ongoing to expedite permit approvals to facilitate construction progress. The change order was approved by the CRA board on January 20, 2026.

Financial Performance

The FY26 financial health of NMB Water remains strong, with key metrics showing efficiency and stability.

- Operating Ratio: 31%
  - 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: $766,216.00 (23% 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	0.4 NTU	<1 NTU	Compliant
Chlorine Residual	3.9 mg/L	0.6-4.0 mg/L	Compliant
Total Coliform	2.27%	<5%	Below Target

Production / Distribution / Maintenance (904)

Operational capacity remains robust, with production exceeding targets and maintenance effective:

- Water Produced: 708 million gallons
  - Comparison: Above 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)

- Norland Southeast Watermain Replacement – The 90% Stage Gate Design Review process was initiated by the CIP Team on July 29, 2025. City of NMB is working with EOR to address comments submitted.

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 (December):
  - Total: 1,090
  - Average Acceptance Rate: 100%
  - Average Handle Time: 6:13 minutes
  - Average Talk Time: 4:09 minutes
  - Total RNA (rings no answer): 0

Additional Metrics
Wastewater Collection (910)

- Planned Maintenance: 47% achieved

Engineering and Infrastructure (912)

- Location Tickets Received 724
- Right-of-Way Permits 4
- Utility Requests 34
- Building Plan Reviews 11

Materials Control & Equipment – Warehouse (915)

- Monthly Inventory Analysis: $64,381.31

Community Outreach

- Public Utilities Director (NMB Water) Hamid Nikvan represented the City of North Miami Beach and NMB Water as a keynote panelist at the 5th Infraday Florida conference in Miami on January 14. Mr. Nikvan shared his professional expertise during a session for "Resilient Cities – Designing for Performance and Intelligence". Topics discussed included critical infrastructure analytics, ROI from data-driven operations, as well as delivering smarter, more adaptive city systems. Infraday is a national organization focused on the infrastructure sector bringing together senior leaders from City, State, and Federal agencies.

- Also on January 14, select NMB Water team of professionals participated in the Career & Truck Day at the Madie Ives K-8 Preparatory Academy.

- On January 23, NMB Water participated in the City of North Miami Beach Washington Park Phase 2 kick-off event. During the public ceremony, NMB Water provided an update to the Phase 1 portion, including details of the new sewer

connection that was installed, as well as the site restoration, paving and landscaping.

Upcoming Initiatives

- 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.

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.

City Manager's Report
16.2.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	
VIA:	
DATE:	February 17, 2026

RE: NMBPD Monthly Report (January 2026)

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- NMBPD Monthly Report (January 2026)

HIGHLIGHTS & SIGNIFICANT INCIDENTS

NORTH MIAMI BEACH POLICE DEPARTMENT

MONTHLY REPORT

JANUARY 2026

Prepared by
Captain Michael Chinchilla
02/01/2026

HIGHLIGHTS & SIGNIFICANT INCIDENTS

ADMINISTRATIVE DIVISION

Recruiting, Academy and Training

- Recruited for a total of 20.5 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 academy (Richard C. Slusher II).
- Signed up for a job fair at Miami-Dade College, which is scheduled for March 4th, 2026.
- Approximately 25 possible applicants were emailed via the Police Jobs App.
- Conducted weekly NEOGOV reports for Staff.

Personnel

- Interviews for the position of Certified Police Officer, Police Recruit and Crime Prevention Supervisor.

Training Attended

- Florida General Instructor Techniques
- FPCA 2026 Mid-Winter Conference
- CMI, INC, Intoxilyzer 9000 Instrument 852 Breath Test Operator
- 853 Agency Inspector Course Intoxilyzer 9000 (24 HOURS)
- PADI Emergency Oxygen Provider Specialty Course
- Driver Improvement Program
- ALERRT Level I (on line course)
- Analytical Investigative Techniques Overview
- RCX Sports Next Play Summit (PAL)
- National PAL Board Of Director's Meeting

Communications

Answered approximately 1,741 incoming calls for police service.

Prepared by
Captain Michael Chinchilla
02/01/2026

HIGHLIGHTS & SIGNIFICANT INCIDENTS

OPERATIONS DIVISION

- **Road Patrol**
  - Calls for Service: 6917; Including: Watch Orders: 2004; Night Eyes: 727; Community Contacts: 693
  - 111 (45 felonies) arrests this month. 586 traffic stops.

- **Notable Actions**

- On 01/09/2026 at approximately 1341 hours, officers responded to 1479 NE 179 St in reference to a sick/injured juvenile. The victim, a six-year-old non-verbal autistic male, was found unresponsive. Officer Hernandez immediately assessed the child, determined he had no pulse, and without hesitation moved him to the floor near the front doorway and began lifesaving CPR. Officer Hernandez's swift and decisive actions sustained the child until Miami-Dade Fire Rescue arrived, at which time CPR continued for approximately twenty minutes, with Officer Noel actively assisting by operating a bag-valve mask. Due to the combined and continuous lifesaving efforts of responding officers and MDFR, a pulse was successfully restored, and the child was transported to Jackson Memorial Hospital North, where he later stabilized and resumed breathing independently. The child's mother advised he had sustained injuries from an accidental fall the previous day, which may have contributed to the medical emergency. The Detective Bureau responded and assumed the investigation, which has since resulted in two arrests.

- On 01/10/2026 at approximately 2123 hours, officers responded to multiple reports of a two-vehicle traffic crash with injuries at 2181 NE 167 St, where one male was reported unresponsive. Upon arrival, officers located a male trapped inside his vehicle with no pulse. Officers immediately initiated lifesaving CPR while the victim remained trapped, continuing uninterrupted efforts until Miami-Dade Fire Rescue arrived and safely extricated him. CPR was jointly continued by officers and MDFR until a pulse was reestablished. The male victim, along with two occupants from the second vehicle, were trauma alerted and transported to Aventura Hospital. Despite extensive lifesaving efforts, the aforementioned male was later pronounced deceased at the hospital. Traffic Homicide Investigators Jean-Baptiste and Melo responded and are conducting the investigation. Media representatives were also on scene.

- On 01/25/2026 at approximately 0145 hours, officers responded to a report of a shooting with injuries at 1371 NE 157 St involving roommates. Upon arrival, officers observed one male suffering from multiple gunshot wounds lying near the front doorway and were advised a second subject remained inside the residence,

Prepared by
Captain Michael Chinchilla
02/01/2026

possibly also injured. Despite the unknown threat and elevated risk, officers demonstrated exceptional courage and decisive action by utilizing ballistic shields to conduct a coordinated lifesaving rescue, safely removing the wounded male from the doorway and expediting medical care. A second male was located inside a bedroom and was pronounced deceased by Miami-Dade Fire Rescue. The rescued victim was trauma alerted and transported to Aventura Hospital for treatment. The swift, tactical, and selfless actions of responding officers directly contributed to the preservation of life. Detectives Bureau and Crime Scene personnel responded and remain on scene conducting the investigation.

- PPO's Mejias, and Ming completed Phase 2 of the Field Training Officer Program.

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Captain Michael Chinchilla
02/01/2026

HIGHLIGHTS & SIGNIFICANT INCIDENTS

INVESTIGATIONS DIVISION

Community Engagement & Outreach

- Detective Quinones attended a community event at Mystic Force with the Kids Cancer Car on January 10. Attendees were appreciative, and children enjoyed interacting with officers and taking photographs with the police vehicle.
- Community Policing Detectives participated in Career Day at Madie Ives School on January 14.
- The Farm Share food distribution event was conducted on January 15 and proceeded smoothly, with approximately 500 boxes of food distributed to community members.
- The FIU “Key to the City” event was held on January 15 in front of the police station, with Community Policing providing assistance.
- Community Policing attended the Highland Village Splash Pad Groundbreaking Ceremony on January 21.
- Community Policing attended the Washington Park Groundbreaking Ceremony on January 23.
- On January 27, Community Policing Sergeant Hancsak and Detective Darden attended a Town Hall meeting in Highland Village.
- PAL Basketball activities remain ongoing and continue to be very successful.

Youth Programs & Grants

- The Community Violence Intervention Grant program is scheduled to begin at the end of January. Detectives Quinones, Darden, Wilson, and Roberts will attend training on January 26. Classes will be held twice monthly for PAL participants, Police Explorers, and Parks and Recreation youth.
- Community Policing continues to support PAL programming and youth engagement initiatives throughout the City.

Operations, Training & Support

- Community Policing assisted with the setup and breakdown of promotional ceremonies on January 7.
- Community Policing attended Packetalk training on January 27 to assist City Code Compliance with addressing illegal dumping issues.
- Community Policing conducted security and traffic control for a groundbreaking ceremony at NE 168 St and NE 20 Ave on January 29.

Prepared by
Captain Michael Chinchilla
02/01/2026

HIGHLIGHTS & SIGNIFICANT INCIDENTS

Traffic & Motor Unit Activity

- The Traffic Unit relocated all barricades from an old trailer to a new trailer, allowing for the removal of the outdated trailer.
- The Motor Unit participated in the annual Blessing of the Bikes event hosted by the City of Doral on January 25.
- During the month, the Motor Unit towed six semi-trucks from various locations throughout the City, along with additional vehicles deemed derelict by Code Compliance.
- On January 26, the Motor Unit deployed a speed trailer in the 2900 block of NE 163 St and conducted proactive patrol and enforcement in the area.

Administrative & Staffing

- Interviews for the Crime Prevention Supervisor position were conducted on January 13. A candidate was selected, and a tentative job offer was extended, pending completion of background checks.

Interagency & Special Projects

- The Stone Garden Contract has been submitted to the City Attorney for approval and signature. Once finalized, the agreement will allow joint operations between Marine Patrol Units in the northeast portion of the county.

Community Response

- Community Policing responded to numerous citizen complaints throughout the City, providing follow-up and assistance as needed.

Detective Bureau

- On December 13, 2025, officers responded to an attempted occupied burglary at 100 NE 169th Terrace after CCTV footage showed a suspect attempting to force entry into the residence and threatening the occupants. The suspect later returned to the location at approximately 1456 hours, at which time the victim reported shooting him. Responding units located the suspect suffering from multiple gunshot wounds, and he was transported to the hospital for treatment. Subsequent review of CCTV footage revealed the victim exited the residence, pursued the suspect, and discharged additional rounds after the suspect had collapsed. On December 14, the suspect was medically cleared and transported to Turner Guilford Knight Correctional Center on burglary charges, while the victim was charged with aggravated battery. A later search of the suspect's impounded vehicle revealed a steel bat and a knife readily accessible inside the vehicle. Further investigation determined the suspect had previously threatened the family and stated he would return to cause harm.

Prepared by
Captain Michael Chinchilla
02/01/2026

HIGHLIGHTS & SIGNIFICANT INCIDENTS

- On January 9, 2026, officers responded to 1479 NE 179 Street in reference to a five-year-old child, who was in cardiac arrest. Officers immediately initiated lifesaving measures until Miami-Dade Fire Rescue arrived and transported the child to the hospital. The child was later transferred to Holtz Children's Hospital, where he remains in critical condition on a ventilator. During the investigation, officers and detectives identified inconsistent and changing statements from the child's mother, Cynthia Hernandez, and her boyfriend, Daniel Romero. Medical evaluations revealed extensive non-accidental blunt force trauma, including brain hemorrhaging, internal bleeding, organ lacerations, fractures, and bruising, with injuries determined to have occurred over a two-day period. Hernandez stated she believes Romero caused the injuries, advising he was the only adult present with the child and has a history of anger and prior unreported violent behavior. A crime scene was processed, a search warrant was executed, and notifications were made to the Department of Children and Families, Child Protection Team, and the State Attorney's Office. Romero was taken into custody without bond. Cynthia Hernandez was taken into custody shortly thereafter as well.

- On December 29, 2025, investigators responded to 16798 N. Miami Avenue (Kwik Stop) in reference to an aggravated assault with a firearm. The victim, Roy Crawford, reported he was confronted inside the business by a known acquaintance of approximately ten years, Cecil Fisher, regarding contact with a mutual female acquaintance. The confrontation escalated into a verbal argument, during which Fisher chest-bumped and pushed Crawford. Surveillance footage showed Fisher following Crawford into the parking lot and repeatedly approaching him in an aggressive manner. Fisher then retrieved a black handgun from his blue pickup truck and stated multiple times, "I will kill you," causing Crawford to fear for his life and initiate a 911 call. Fisher subsequently fled the scene westbound. Surveillance video evidence was recovered and impounded, detectives assumed the investigation, and Fisher was later located, arrested, and charged accordingly.

- The Investigations Division made 29 arrests. TIU made 5 arrests, 4 felony arrests and 1 misdemeanor arrest. The Detective Bureau made 24 arrests, 10 felony arrests, and 14 misdemeanor arrests.

Prepared by
Captain Michael Chinchilla
02/01/2026

City Manager's Report
16.3.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	
VIA:	
DATE:	February 17, 2026

RE: Capital Improvement Program (CIP) Portfolio Dashboard

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

City Manager's Report
16.4.

City of North Miami Beach
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www.citynmb.com

MEMORANDUM

TO:	Mayor and City Commission
FROM:	
VIA:	
DATE:	February 17, 2026

RE: Q1 FY 2026 Financial Report

Description
BACKGROUND
ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report

City of North Miami Beach, Florida

MEMORANDUM

TO: Honorable Mayor and City Commission
FROM: Tarik Rahmani, Chief Financial Officer
DATE: February 17, 2026
VIA Darvin Williams, City Manager
Tarik Rahmani, Chief Financial Officer/Interim Deputy City Manager
RE: First Quarter Fiscal Year 2026 Report (Quarter ending December 31, 2025)

I am pleased to present the First Quarter Financial Performance report for Fiscal Year (FY) 2025–2026. This memorandum provides a summary of the City of North Miami Beach's revenue and expenditure results for the quarter ending December 31, 2025, covering all City funds. The report compares year-to-date actual revenues and expenses to the revised FY 2025–2026 Budget (totaling approximately $256.36 million citywide) and offers context for significant variances. The goal is to keep you informed of our First quarter fiscal status and to explain the key drivers behind our financial performance in a clear and transparent manner. Please note that all figures herein are preliminary, unaudited, and reported on a cash basis of accounting. Meaning that revenues are recognized when they are received and expenses ae becomes actuals when paid. Quarter 1 results are subject to timing differences and seasonal patterns, so these variances may not reflect final year-end trends.

During the course of the year, the Finance department will continue to partner with the City Manager's Office and the department staff to closely monitor changes as they occur to ensure the City's continued financial stability.

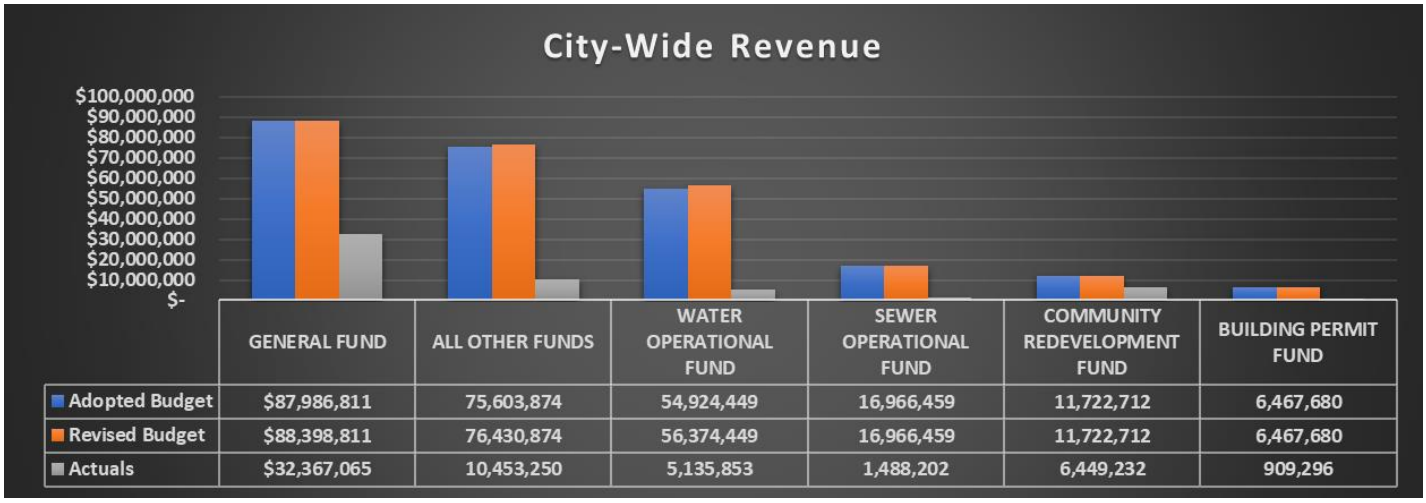
Citywide Financial Summary

As of December 31, 2025, the City of North Miami Beach's overall financial position is positive. Across all funds, year-to-date expenditures remain at budget or well below budget, outpacing the nominal shortfall in revenues and resulting in a net surplus. In aggregate, the City's actual revenues through the First quarter are about $57 million or 22.2% of the revised budget.

Table (1): Q-1 Revenue Status by Major Fund – FY 2025-26 (Through December 31, 2025)

Revenue Source	Adopted Budget	Revised Budget	Actuals	% Budget Collected
GENERAL FUND	$ 87,986,811	$ 88,398,811	$32,367,065	36.6%
ALL OTHER FUNDS (1)	75,603,874	76,430,874	10,453,250	13.7%
WATER OPERATIONAL FUND	54,924,449	56,374,449	5,135,853	9.1%
SEWER OPERATIONAL FUND	16,966,459	16,966,459	1,488,202	8.8%
COMMUNITY REDEVELOPMENT FUND	11,722,712	11,722,712	6,449,232	55.0%
BUILDING PERMIT FUND	6,467,680	6,467,680	909,296	14.1%
CITYWIDE TOTAL	**$253,671,985**	**$256,360,985**	**$56,802,898**	**22.2%**

(1) See Exhibit A

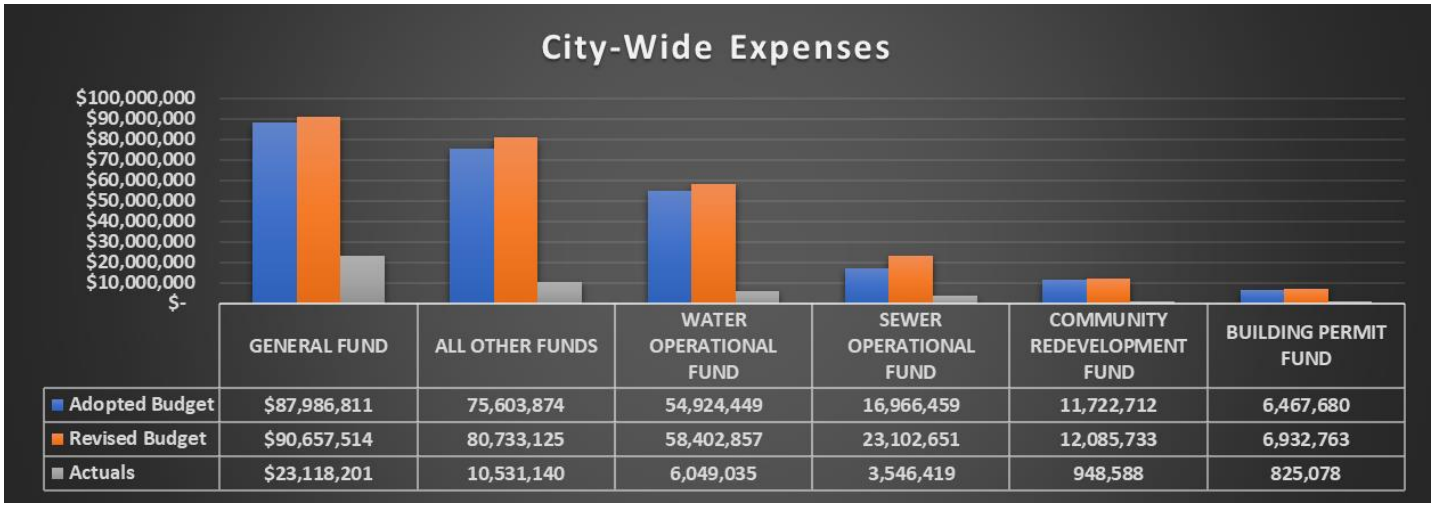


A few quick observations for context:

- **First Quarter target.** Because we are one quarter through the fiscal year, a simple benchmark is 25 percent collection. Citywide we are just below that mark at 22.2 percent, which is reasonable.
- **Timing matters.** Large internal transfers and certain fee collections (especially in the Water, Sewer, and Building Permit funds) land in the second half of the year, explaining the current under-collection in those funds.
- **General Fund is ahead of pace.** At 36.6 percent, General Fund revenues are ahead of the straight-line target; property-tax receipts arrive early in the fiscal year, so this front-loads collections.
- **CRA.** Funds are ahead because Miami-Dade County and the City committed revenues are collected in Quarter 1.
- **Building.** Funds trail by design a revenue are collection in the later part of the year.
- **All Other Funds.** Show approximately 14 percent as revenues are lagging behind of one-time inflows.
- **Prior Year Carryover.** The difference between the General Fund Adopted Budget and Revised Budget is a roll-over of a FY 2025 Purchase order of $412,000 for Police Boat Purchase.

Table (2): Q-1 Expenditure Status by Major Fund – FY 2025-26 (Through December 31, 2025)

Fund	Adopted Budget	Revised Budget	Actuals	% Budget Spent
GENERAL FUND	$ 87,986,811	$ 90,657,514	$23,118,201	25.5%
ALL OTHER FUNDS	75,603,874	80,733,125	10,531,140	13.0%
WATER OPERATIONAL FUND	54,924,449	58,402,857	6,049,035	10.4%
SEWER OPERATIONAL FUND	16,966,459	23,102,651	3,546,419	15.4%
COMMUNITY REDEVELOPMENT FUND	11,722,712	12,085,733	948,588	7.8%
BUILDING PERMIT FUND	6,467,680	6,932,763	825,078	11.9%
CITYWIDE TOTAL	**$253,671,985**	**$271,914,641**	**$45,018,461**	**16.6%**

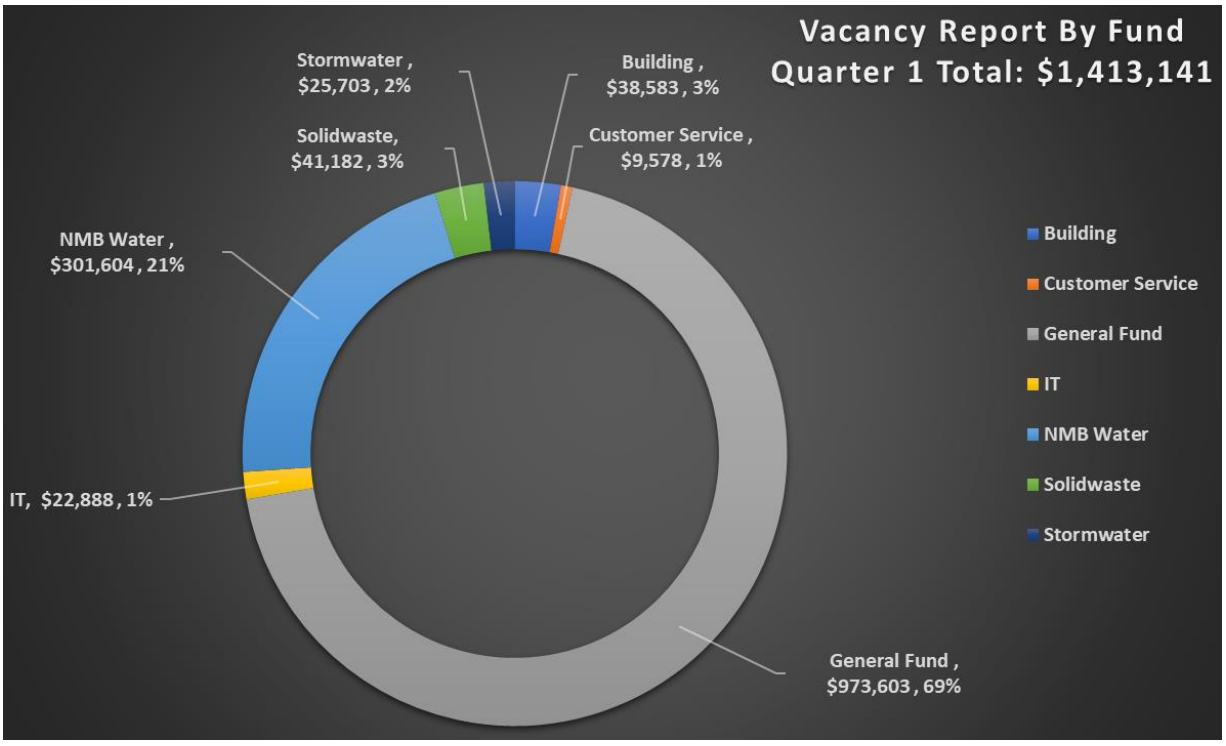


At Quarter 1 the City of North Miami Beach has used 17 percent of its citywide revised expenditure budget. That is comfortably below the 25 percent straight-line target. The General Fund is on pace at 26 percent. Water operations are at 10 percent because several large supply contracts and purchases will hit later in the year; spending is also low while we fill key vacancies, a process now under way. Sewer operations show 15 percent; where payments for chemicals, equipment, and scheduled debt service occurs later in the year. CRA spending is only 8 percent because most redevelopment projects and grants are scheduled after the first quarter. Building-Permit expenses stand at about 12 percent; The "All Other Funds" group sits at 13 percent, which is normal given project start-up lead times across multiple internal-service and special-revenue funds.

When we put revenues and expenses side by side, the City of North Miami Beach has collected $56.8 million and spent $45.0 million, leaving an interim operating surplus of roughly $11.8 million. That amount provides a cushion as we move into the more expense-heavy three quarters of the year. Timing differences drive most of the underspending, and we will continue to track every fund to be sure year-end totals remain within the Commission's adopted limits.

It is important to note that the Citywide vacancy report shows there are 79 vacant positions of the adopted 519 positions contributing to the surplus of fund as of December 31, 2025. The total base salary savings for these positions is approximately $ 1.4M.

Department	Vacant Positions	Total FTE's	Percentage of Vacant Positions
Police	21	147	14%
Public Works	17	73	23%
Water	16	130	12%
Library	5	17	29%
Building	3	21	14%
Community Development	3	23	13%
Parks & Recreation	3	35	9%
City Manager	2	8	25%
Economic Development	2	5	40%
Human Resources	2	8	25%
Procurement	2	8	25%
Communications	1	3.5	29%
Finance	1	18	6%
Information Technology	1	14.5	7%
Total	**79**	**511**	**15%**

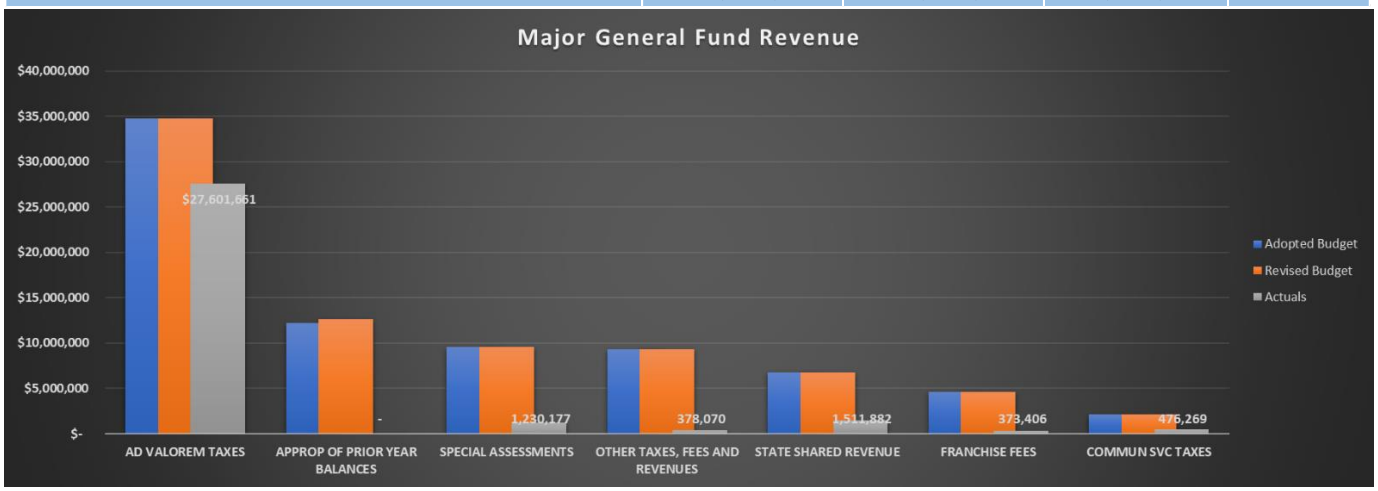


General Fund Performance

The General Fund, our primary operating fund with an adopted FY 2025-26 budget of $88.0 million (revised to $88.4 million after mid-year adjustments), is a major contributor to the citywide surplus. By December 31, the fund had taken in $32.4 million (36.6 percent of budget) in revenues and spent $25.6 million (28.2 percent of budget), producing a mid-year operating surplus of about $6.8 million.

Table (3): Q-1 General Fund Revenue Status – FY 2025-26 (Through December 31, 2025)

Revenue Source	Adopted Budget	Revised Budget	Actuals	% Budget Collected
AD VALOREM TAXES	$ 34,789,775	$ 34,789,775	$27,601,661	79.3%
APPROP OF PRIOR YEAR BALANCES	12,213,739	12,625,739	-	0.0%
SPECIAL ASSESSMENTS	9,603,454	9,603,454	1,230,177	12.8%
OTHER TAXES, FEES AND REVENUES	9,301,278	9,301,278	378,070	4.1%
STATE SHARED REVENUE	6,780,854	6,780,854	1,511,882	22.3%
FRANCHISE FEES	4,664,473	4,664,473	373,406	8.0%
UTILITY SVC TAXES	4,603,278	4,603,278	121,239	2.6%
COMMUN SVC TAXES	2,172,809	2,172,809	476,269	21.9%
CHARGES FOR SERVICES	1,504,553	1,504,553	252,985	16.8%
COURT JUDGEMNT/FINES	1,210,000	1,210,000	248,796	20.6%
LOCAL OPTION TAXES	867,716	867,716	149,098	17.2%
LOCAL ORD FINES	102,000	102,000	3,575	3.5%
RENTS & ROYALTIES	95,882	95,882	18,468	19.3%
LOCAL SHARED REVENUE	74,000	74,000	372	0.5%
LIBRARY FINES	3,000	3,000	1,066	35.5%
TOTAL GENERAL FUND	**$ 87,986,811**	**$ 88,398,811**	**$32,367,065**	**36.6%**

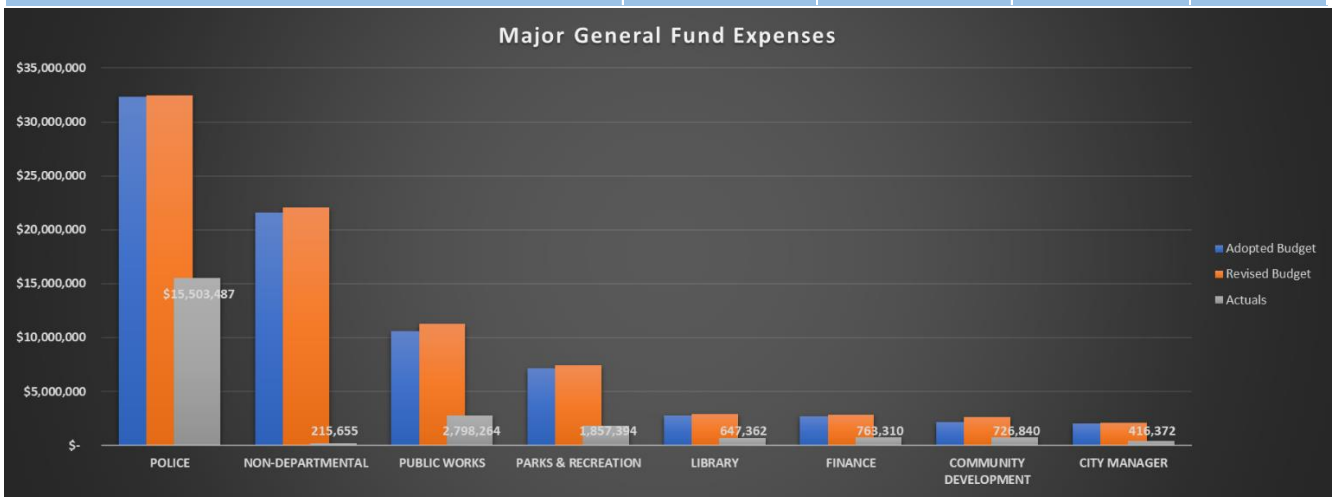


Revenues are slightly ahead as approximately 80% of property-tax collections are received in the 1st quarter. Most other revenue lines are on pace, although some fees and grants will post later in the year. Spending is running slightly behind because several contracts, projects, and new hires are scheduled for the third and fourth quarters. We also prepaid the full annual contributions to the General Employees' and Police pension plans in the first quarter so no

further pension outflow will be needed this year—a timing choice that front-loads one large cost but still leaves overall expenses under budget. This interim surplus gives us breathing room while we roll out the second-half work program, and we will keep a close watch to be sure expenditures remain within the Commission-approved levels.

Table (4): Q-1 General Fund Spending by Department – FY 2025-26 (Through December 31, 2025)

Department	Adopted Budget	Revised Budget	Actuals	% Budget Spent
POLICE	$ 32,362,734	$ 32,476,827	$15,503,487	47.7%
NON-DEPARTMENTAL	21,580,343	22,056,322	215,655	1.0%
PUBLIC WORKS	10,633,486	11,292,730	2,798,264	24.8%
PARKS & RECREATION	7,131,817	7,449,833	1,857,394	24.9%
LIBRARY	2,742,136	2,902,268	647,362	22.3%
FINANCE	2,713,238	2,839,775	763,310	26.9%
COMMUNITY DEVELOPMENT	2,173,389	2,654,278	726,840	27.4%
CITY MANAGER	2,031,672	2,070,961	416,372	20.1%
MAYOR & COMMISSION	1,528,708	1,548,921	312,374	20.2%
HOUSING & ECONOMIC DEVELOPMENT	934,381	1,179,381	214,990	18.2%
HUMAN RESOURCES	947,836	972,754	177,389	18.2%
CITY ATTORNEY	870,000	870,687	374,811	43.0%
PROCUREMENT MANAGEMENT	854,334	855,998	249,273	29.1%
CITY CLERK	782,316	784,031	258,728	33.0%
COMMUNICATIONS	700,421	712,824	102,893	14.4%
TOTAL GENERAL FUND	**$ 87,986,811**	**$ 90,667,590**	**$24,619,142**	**27.2%**



At the Quarter point of the fiscal year the General Fund has disbursed $25.6 million, or 28 percent of its $90.7 million spending plan—about on target for Quarter 1. Spending is concentrated where we would expect. The Police Department leads the stack at 51 percent; we will manage those costs closely so the police budget finishes within its limit. Public Works and Parks & Recreation are a quarter through the year— 25 percent and 25 percent, respectively. Executive operations, including the City Manager's Office and support divisions, sit at 20 percent, matching the straight-line benchmark. Legislative and non-departmental costs show only 1 percent spending. Support areas—finance, HR, library, City clerk, and minor capital—

averaging just about 27 percent, reflecting steady day-to-day activity.
With $32.4 million in revenues already collected and $26.6 million spent, the General Fund holds a current operating surplus of roughly $5.8 million. That cushion provides room for the second, third and fourth half work program. The Finance department will continue to track every department to make sure year-end results stay squarely within the Commission's adopted budget appropriation. Non-Departmental budget category refers to expenditures that are not tied to a specific operational department (such as Police, Public Works, or Parks & Recreation) but are necessary for the city's overall functioning.

Outlook for the Remainder of FY 2025–26

Looking forward to the rest of the fiscal year, we anticipate that the current surplus will be gradually drawn down as the City executes on its budgeted plans. Capital project implementation will be a major focus – as we begin to utilize bond funds for Washington Park project Phase II demo and other capital infrastructure projects, expenditures will rise. Operating costs will also climb. Departments that were recruiting or bidding contracts in the first half will put those people and services in place over the next three quarters. This is planned and fully covered by current revenues.

On the revenue side, we are closely monitoring external factors that could affect future performance**.** National discussions around new import tariffs have led economists to caution about potential price increases and reduced consumer spending. If these conditions impact South Florida, they could soften sales tax distributions and slow private development activity, which would in turn affect permit and impact fee revenues.
We are tracking several bills that could alter how cities collect, property taxes, water utility taxes, franchise fees, or shared revenues.

Conclusion

First quarter results confirm that the City of North Miami Beach's financial performance through the December 31, 2025 of FY 2025–2026 is sound and on course. The City is operating within its adopted budget. First quarter financial results reflect a combination of careful spending control and the planned timing of revenues and expenditures.

If you have any questions about this report or require further detail on any aspect of the City's finances, please do not hesitate to contact me. My office, in collaboration with the City Manager, is fully prepared to provide additional data or analysis as needed. We are committed to maintaining transparency and accountability in our financial reporting and to being good stewards of the City's resources. I would like to thank the Mayor and Commissioners for your continued support and guidance, and I assure you that the Administration will keep you well-informed as we manage the City's finances responsibly throughout the remainder of the fiscal year.

Respectfully,

Tarik Rahmani –CFO
City of North Miami Beach

Exhibit 1

All Other Funds	Adopted Budget
SPECIAL OBLIGATION BOND FY2024	$ 24,250,000
GENERAL CAPITAL PROJECTS FUND	6,684,033
INFORMATION TECHNOLOGY FUND	6,568,990
GARBAGE/SOLID WASTE DISPOSAL	6,148,259
LIABL SELF INSURANCE	5,688,465
TRANSIT SURTAX FUND	4,526,914
UTILITY CUSTOMER SERVICE FUND	3,833,905
DEBT SERVICE FUNDS	3,685,002
FIREFLOW FUND	3,500,000
WATER INPLANT FUND	3,000,000
STORMWATER MANAGEMENT UTILITY	2,786,477
GOVERNMENTAL IMPACT FUND	1,466,610
WORK COMP SELF INSUR	1,076,000
35TH AVE GUARDHOUSE-OPERATIONS	940,706
SEWER INPLANT FUND	600,000
LOCAL OPTION GAS TAX FUND	567,210
164TH ST GUARDHOUSE-OPERATIONS	281,303
TOTAL	**$ 75,603,874**

City Manager's Report
16.5.

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

MEMORANDUM

TO:	Mayor and City Commission
FROM:	
VIA:	
DATE:	February 17, 2026

RE: ARPA Update

Description

BACKGROUND

ANALYSIS:

RECOMMENDATION:

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- Staff Report
- ARPA Submission

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

MEMORANDUM

TO: Honorable Mayor and City Commission

FROM: Sheron Stewart, Budget Administrator

VIA: Darvin Williams, City Manager

Tarik Rahmani, Chief Financial Officer and Interim Deputy City Manager

DATE: February 17, 2026

SUBJECT: ARPA Reporting for 4th Quarter ending 12.31.2025

EXECUTIVE SUMMARY:

The City's total ARPA allocation is **$21,557,242**. As of December 31, 2025, total expenditures reported year-to-date amounted to **$16,515,120**. This represents expenditures across **115 committed and obligated projects** that have been approved and entered into the Treasury reporting portal.

Based on reported expenditures, approximately **$5,042,122** remains available for expenditure from the overall ARPA budget. These remaining funds are associated with active and planned projects that will continue to be expended in future reporting periods.

A detailed listing of all reported projects, including project names, descriptions, obligations, and expenditures, is included in the attached ARPA Fourth Quarter Report for review.

FISCAL IMPACT:

There is no fiscal impact to the City's General Fund. All expenditures reported are funded through ARPA SLFRF allocations previously awarded to the City.

CONCLUSION:

The City remains in compliance with Treasury reporting requirements. Staff will continue to provide updates through future quarterly reports until all ARPA funds are fully expended and reported.

SLFRF Compliance Report - FL0225 - P&E Report - Q4 2025
Report Period : Quarter 4 2025 (October-December)

Recipient Profile

Recipient Information

Recipient UEI	HH2TCR67J7E8
Recipient TIN	596000389
Recipient Legal Entity Name	North Miami Beach City, Florida
Recipient Type	Metro City or County
FAIN	
CFDA No./Assistance Listing	
Recipient Address	17011 NE 19TH AVENUE
Recipient Address 2	
Recipient Address 3	
Recipient City	NORTH MIAMI BEACH
Recipient State/Territory	FL
Recipient Zip5	33162
Recipient Zip+4	
Recipient Reporting Tier	Tier 2. Metropolitan cities and counties with a population below 250,000 residents that are allocated more than $10 million in SLFRF funding, and NEUs that are allocated more than $10 million in SLFRF funding
Base Year Fiscal Year End Date	9/30/2019
Discrepancies Explanation	
Is the Recipient Registered in SAM.Gov?	Yes

Project Overview

Up to and including this reporting period, have revenue replacement funds been allocated to government services and reflected in the below projects?	Yes
Recipient attestation that any amount not reported as obligated in this report, and will need to be returned to Treasury.	No

Project Name: College Scholarship Program

Project Identification Number	145200/512482
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed less than 50%
Adopted Budget	$45,000.00
Total Cumulative Obligations	$45,000.00
Total Cumulative Expenditures	$45,000.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program will allow NMB residents who are students; to receive a scholarship to a state college to assist with tuition and/or purchase books that coincide with curriculum.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	2 Imp Low or moderate income HHs or populations
Secondary Impacted and/or Disproportionately Impacted populations	2 Imp Low or moderate income HHs or populations
Tertiary Impacted and/or Disproportionately Impacted populations	2 Imp Low or moderate income HHs or populations
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	This program will allow NMB residents who are students; to receive a scholarship to a state college to assist with tuition and/or purchase books that coincide with curriculum.
Brief description of recipient’s approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	This program will allow NMB residents who are students; to receive a scholarship to a state college to assist with tuition and/or purchase books that coincide with curriculum.

Project Name: City Hall 1st Floor Construction

Project Identification Number	145860/539620
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed less than 50%
Adopted Budget	$272,733.66
Total Cumulative Obligations	$272,733.66

Total Cumulative Expenditures	$269,068.16
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	City Hall 1st Floor Renovation (Lobby, Cashiers', Clerk's Office, Restrooms, Impact windows) - Construction/Maintenance. This project will help to create environments that allow residents of the City to more efficiently and effectively interact with services.

Project Name: Parks & Rec Vehicles

Project Identification Number	145710/572640
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$123,000.00
Total Cumulative Obligations	$123,000.00
Total Cumulative Expenditures	$123,000.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Replacement of old and out of service Parks and Recreation Department maintenance vehicles and the addition of new utility vehicle to service snake creek canal trail.

Project Name: Subsidized Utility Increase

Project Identification Number	145916/533480
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Cancelled
Adopted Budget	$0.00
Total Cumulative Obligations	$0.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	
Current Period Expenditures	
Project Description	The City of North Miami Beach will offer customers the One-Time Lifetime Credit for hardship-related inability to pay utility bills. The credit usually is one billing cycle's bill. Many customers took advantage of this credit during the COVID crisis due to lost jobs or illness. Granting these credits means the City wrote off the amounts due from the customers resulting in lost revenues. Many customers have been negatively affected by COVID-19, from losing their jobs to contracting the virus themselves, causing them not to pay their utility bills. The City can use some of the ARP allocations to assist both individual households and perhaps multiunit accounts. If approved by ARP, the program will recover those lost revenues.

Does this project include a capital expenditure?	No

Project Name: Facilities Management Software

Project Identification Number	145860/539640-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Cancelled
Adopted Budget	$0.00
Total Cumulative Obligations	$0.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	
Current Period Expenditures	
Project Description	New truck for the department position CIP Manager as part of revised organizational structure plan

Project Name: Fleet Management Vehicles

Project Identification Number	145860/539640
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$44,355.00
Total Cumulative Obligations	$44,355.00
Total Cumulative Expenditures	$44,355.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	FY24 Expansion of Clean Team from 4 Part- time to 4 Full-Time employees. Litter pickup and PW Code enforcement FY24 Strategic Plan for Solid Waste will require the purchase of 2 Vehicle Assets.

Project Name: County-ILA Sign Replacement

Project Identification Number	145820/541520
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Not Started
Adopted Budget	$7,566.04
Total Cumulative Obligations	$7,566.04
Total Cumulative Expenditures	$0.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00

Project Description	This project will support replacement of various signs throughout the city.

Project Name: New Park Signage

Project Identification Number	145721/519520
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Cancelled
Adopted Budget	$0.00
Total Cumulative Obligations	$0.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	
Current Period Expenditures	
Project Description	Replacement of signage in city parks and community centers

Project Name: Increased Beautification-Washington Park(WP), Highland Village(HV)

Project Identification Number	145710/572630-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Cancelled
Adopted Budget	$0.00
Total Cumulative Obligations	$0.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	
Current Period Expenditures	
Project Description	Enhancement of neighborhood ground cleaning and tree trimming efforts

Project Name: General Park Amenities

Project Identification Number	145710/572630
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$24,857.00
Total Cumulative Obligations	$24,857.00
Total Cumulative Expenditures	$24,857.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program is to upgrade/replace the park system with new amenities such as garbage cans, benches, picnic tables, including concrete slab base.

Project Name: LED Lighting in Parking Lot

Project Identification Number	145600/571630
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$35,879.55
Total Cumulative Obligations	$35,879.55
Total Cumulative Expenditures	$35,879.55
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Replace current outdoor lighting with LED lights to increase visibility and security to the library, Hanford Blvd and Miami Drive. Reduces electrical wattage consumption.

Project Name: Basketball Court Spruce Up (Behind Police Department)

Project Identification Number	145860/539620-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$9,750.00
Total Cumulative Obligations	$9,750.00
Total Cumulative Expenditures	$9,750.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Enhancement of neighborhood ground cleaning and tree trimming efforts

Project Name: Community Development Vehicles

Project Identification Number	145280/515640
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$60,095.00
Total Cumulative Obligations	$60,095.00
Total Cumulative Expenditures	$60,095.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program assists North Miami Beach in the replacement of its aged fleet. These vehicles are needed in order to provide for community code enforcement patrols by existing

	and new staff, as well as field inspections by Planning staff and by Business Tax Receipt staff.

Project Name: City Wide Roof Replacement

Project Identification Number	145860/539620-5
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$965,318.35
Total Cumulative Obligations	$965,318.35
Total Cumulative Expenditures	$965,318.35
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	To replace roof systems that have aged out and can no longer be repaired. The replacement will have a warranty and protect the city assets inside and the building itself. Replacement of existing roofs systems, and to also include any and all current code requirements to bring the facilities up to compliance. The roof systems improvement project of various city facilities is vital to government services as it promotes the health and safety for government workers as well as members of the public with preserving the existing roof structures and allowing government services to continue in a safe manner.

Project Name: Home Rehabilitation

Project Identification Number	145200/512482-2
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	$650,703.56
Total Cumulative Obligations	$650,703.56
Total Cumulative Expenditures	$556,203.40
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program will allow approved homeowners to receive funding to replace windows, doors and roofs to make the homes energy efficient and sustainable. Retrofitting these homes with quality resources will allow the windows, doors and, roofs to last longer and allow the home to be more efficient with energy.

Project Name: PROJECT ADJUSTMENT ENTRY

Project Identification Number	145/280
Project Expenditure Category	6-Revenue Replacement

Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Not Started
Adopted Budget	$4,942,169.84
Total Cumulative Obligations	$4,942,169.84
Total Cumulative Expenditures	$1,674,750.15
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	The City was not able to create new projects in the system during this July 2025 reporting cycle. We opened case 00443359 but did not receive any resolution with the Treasury help desk. Therefore, we have used a cancelled project that was already accepted into the system in order to record the aggregate total obligations and total expenditures for the projects that we were not able to add. A summary of these projects are presented here in comma-delimited format: Project Name,Project Number,Budget,Total Obligation,Total Expenditure Street Tree Master Plan,145280515310-2,26427.5,26427.5,26427.5 Tennis Center Rezoning,145280515310-3,6813.75,6813.75,6813.75 Mortgage & Rental Assistance,145280-515482-1,229378.51,229378.51,229378.51 Parking Study,145280-515310-2,48805,48805,48805 Vulnerability Study,145280-515310-3,92310,92310,92310 Business Assistance Grant,145200512821,12000,12000,12000 H/R Office Renovation,145860539630-2,141032.71,141032.71,141029.79 Highland Village Drainage Impr,145860539630-3,750000,750000,582471.43 Ne 151 St/14Th Ave Roundabout,145860539630-4,294165.96,294165.96,248028.71 Ne 153 St Drainage Improvement,145860539630-5,350000,350000,345630.71 Roadway Resurfacing,145860539630-6,196024,196024,103106.92 Conferencing Monitor (Cmo),145212512640,19045.55,19045.55,19045.55 Docusign Electronic Signatures,14521251254-1,6730.8,6730.8,6730.8 Hardware Purchases (Capital),145212512640-1,29066.72,29066.72,29066.72 Laserfiche Licensing Software,145212512540-2,24751.06,24751.06,24751.06 Licensing Software,145212512540-3,315301.5,315301.5,290948.34 Other Contractual Services,145212512347,24000,24000,24000 Server Equipment (Capital),145212512640-2,124428.89,124428.89,124428.89 Software (Capital),145212512642-6,17486.72,17486.72,17486.72 Video System Replace/Comm Cham,145212512640-3,60089.15,60089.15,60089.15 Windows & Doors,145280515468,294875,294875,266125 Bus Purchase,145710572640-5,19402,19402,19402 Air Purifers For Cty

	Buildings,145860539640-8,146716,146716,125366 City Wide Support Project,,2887164.91,2887164.91,2845 Temporary Use Ordinance,145280515310-10,5000,5000,5000 Overtime For Crime Trend Detai,145510521140,35000,35000,0

Project Name: Public Art in Parks

Project Identification Number	145/700
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Cancelled
Adopted Budget	$0.00
Total Cumulative Obligations	$0.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	
Current Period Expenditures	
Project Description	Implementation and enhancement of art and park features

Project Name: Facade Grant

Project Identification Number	145200
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Cancelled
Adopted Budget	$0.00
Total Cumulative Obligations	$0.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	
Current Period Expenditures	
Project Description	To assist residents with home beautification improvements associated with violations or liens on their property

Project Name: 165th Street Paving

Project Identification Number	145/800
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Cancelled
Adopted Budget	$0.00
Total Cumulative Obligations	$0.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	
Current Period Expenditures	

Project Description	Repaving of roadway to ensure safety of road by addressing potholes

Project Name: Marine Vessel and Motor Vehicles (MC)

Project Identification Number	145500
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Not Started
Adopted Budget	$280,000.00
Total Cumulative Obligations	$280,000.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	For the purchase of new marine vessel to patrol waterways and purchase of motorcades

Project Name: Traffic Trailer

Project Identification Number	145500/521640-5
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Cancelled
Adopted Budget	$0.00
Total Cumulative Obligations	$0.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	
Current Period Expenditures	
Project Description	For traffic safety and surveillance and evidence collection

Project Name: Comprehensive Plan Overhaul

Project Identification Number	145280/515310-8
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$205,358.75
Total Cumulative Obligations	$205,358.75
Total Cumulative Expenditures	$205,358.75
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
	This program assists North Miami Beach in necessary revisions to its Comprehensive Plan. The City's plan is outdated, with inconsistencies throughout piecemeal item

Project Description	updates. This funds the first step, part of the data analysis needed to revise the plan. Importantly, the recently passed SB 1604 also requires a broader planning horizon than what the City is providing; therefore, this project is designed to bring the City into compliance with new state statutory requirements.

Project Name: 151 TOD Plan-Brightline

Project Identification Number	145280/515310-7
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Not Started
Adopted Budget	$45,000.00
Total Cumulative Obligations	$45,000.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program assists North Miami Beach in the creation of a transit oriented development (TOD) district at the planned SMART Plan Northeast Corridor station area. The TOD district will consider land use and other strategies designed to spur additional investment into the City and provide for future expansion of the tax base.

Project Name: Fee Structure Analysis

Project Identification Number	145280/515310-6
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Cancelled
Adopted Budget	$0.00
Total Cumulative Obligations	$0.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	
Current Period Expenditures	
Project Description	This program assists North Miami Beach in the update of its fee structure for community development. The fee structure has not been updated in over 10 years

Project Name: Sustainability Master Plan

Project Identification Number	145280/515310
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$167,391.70

Total Cumulative Obligations	$167,391.70
Total Cumulative Expenditures	$167,391.70
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program assists North Miami Beach in the development of a Green Master Plan for the community, building on sustainability and resiliency efforts through the research, review, and creation of appropriate policies for the City.

Project Name: Bear Cat

Project Identification Number	145500/521640-4
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Not Started
Adopted Budget	$379,334.00
Total Cumulative Obligations	$379,334.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Police incident emergency response vehicle to rescue citizens in flooded areas, natural disasters, violent crimes, mass shooting

Project Name: DRS Admin Fees

Project Identification Number	145510/51250
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	$24,053.75
Total Cumulative Obligations	$24,053.75
Total Cumulative Expenditures	$13,053.75
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Contracted for professional services to review eligibility assessments of SLFRF ARPA projects.

Project Name: Economic Development Study

Project Identification Number	145200/512310-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed

Adopted Budget	$40,000.00
Total Cumulative Obligations	$40,000.00
Total Cumulative Expenditures	$40,000.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Economic development study and initiatives to support economic development efforts city wide

Project Name: Strategic Planning

Project Identification Number	145200/512310
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$106,297.00
Total Cumulative Obligations	$106,297.00
Total Cumulative Expenditures	$106,297.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	To cover development of city wide strategic plan to address strengths, weaknesses, opportunities, and threats for a resilient city planning and operations

Project Name: Workforce Training & Scholarships

Project Identification Number	145200/512482-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$15,000.00
Total Cumulative Obligations	$15,000.00
Total Cumulative Expenditures	$15,000.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	To provide much-needed job training for our residents, the City will partner with local colleges to enroll residents into professional certificate programs. These certifications will allow our residents to secure high-paying jobs and even start their businesses or join an agency to start work right away. The City will provide scholarships/tuition assistance for these job training programs. This project will also allow for an allocation towards scholarships to NMB residents showing financial need to assist with tuition expenses.

Project Name: We Care to Share

Project Identification Number	145916/533480-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$394,259.50
Total Cumulative Obligations	$394,259.50
Total Cumulative Expenditures	$394,259.50
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	The City of North Miami Beach will offer customers the One-Time Lifetime Credit for hardship-related inability to pay utility bills. The credit usually is one billing cycle's bill. Many customers took advantage of this credit during the COVID crisis due to lost jobs or illness. Granting these credits means the City wrote off the amounts due from the customers resulting in lost revenues. Many customers have been negatively affected by COVID-19, from losing their jobs to contracting the virus themselves, causing them not to pay their utility bills. The City can use some of the ARP allocations to assist both individual households and perhaps multiunit accounts. If approved by ARP, the program will recover those lost revenues.

Project Name: MUNIS System Business Automations

Project Identification Number	145212/512540
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	$168,730.00
Total Cumulative Obligations	$168,730.00
Total Cumulative Expenditures	$102,175.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	The City is a Tyler MUNIS client since 8 years ago, however, we are not fully utilizing the system to its full extent. The funding requested is for business process reviews (BPR) to be done to identify areas of improvement and better utilization of the system. After the business process review, funding will allow for the purchase of any additional modules that may be needed and for professional service hours to address the issues and/or improvements identified in the BPRs. Examples of improvements are electronic payment, on-line vendor access, etc.

Project Name: Clear Touch

Project Identification Number	145212/512642-5
Project Expenditure Category	6-Revenue Replacement

Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$5,336.74
Total Cumulative Obligations	$5,336.74
Total Cumulative Expenditures	$5,336.74
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Funding for this project will allow for the purchase of a new SMART Board for the Library to allow patrons to collaborate during meetings in Library facilities, allow for presentations, etc.

Project Name: Real Time Closed Captioning

Project Identification Number	145212/512642-4
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$34,200.00
Total Cumulative Obligations	$34,200.00
Total Cumulative Expenditures	$34,200.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This is for the purchase of an automated closed captioning system in real-time. Currently the City pays for post-event closed captioning due to the high costs of closed captioning live events. Also, the device will allow to close caption not on-line live events, but all events showing on channel 77 and on-line, thus allowing us to be more compliant w/ADA requirements.

Project Name: Cisco Switches Upgrade Citywide

Project Identification Number	145212/512642-3
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$57,000.00
Total Cumulative Obligations	$57,000.00
Total Cumulative Expenditures	$57,000.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
	This project will allow the City to replace our existing aging network infrastructure with new equipment that will allow for better communication between City facilities, enabling

Project Description	city staff to be able to collaborate on their city issued computers and phones. It will also address reliability issues as current equipment is 6+ years old, and starting to fail, causing downtime which affect departments ability to service customers.

Project Name: Backup Solutions

Project Identification Number	145212/512642-2
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$40,000.00
Total Cumulative Obligations	$40,000.00
Total Cumulative Expenditures	$40,000.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This is for the purchase of a unified backup system for City and Police Department Server Systems to ensure continuity of operations and protection from unintended file deletions, and/or in the event of cyber attacks, etc. This strengthens the City's opportunity to be prepared for a pandemic or any threat to the day to day function of operations by ensuring all systems are synched and will not experience disruption using cloud based storage and off site accessibility, further ensuring effective service delivery.

Project Name: Computer Equipment

Project Identification Number	145212/521520
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$185,216.33
Total Cumulative Obligations	$185,216.33
Total Cumulative Expenditures	$185,216.33
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Funding will allow for the purchase of computer equipment such as laptops, desktops, monitors, printers, servers, etc. City-wide to ensure that we continue with our computer cyclical replacement plan. A lot of the equipment being used by our employees is no longer covered by warranty and/or over 5 years old, reducing employee productivity. Also, as part of IT's Strategic Plan new staff will be setup with Laptops to allow for mobility in case of emergencies, etc.

Project Name: Project Management Software

Project Identification Number	145212/512642-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed less than 50%
Adopted Budget	$67,612.00
Total Cumulative Obligations	$67,612.00
Total Cumulative Expenditures	$30,500.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Funding is for the implementation of a new project management software for Public Works Department to be able to track CIP projects and other projects more efficiently and be able to capture metrics that can then be used to report the progress to the elected officials and residents/businesses of the City

Project Name: Vests, Helmets, ASP Pads

Project Identification Number	145510/521520-4
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Cancelled
Adopted Budget	$0.00
Total Cumulative Obligations	$0.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	
Current Period Expenditures	
Project Description	This program assists North Miami Beach Police Department being able purchase active shooter vests, armored helmets when responding to violent incidents. The ASP pads are for defensive tactics and baton training.

Project Name: New Body Camera

Project Identification Number	145510/521520-3
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Cancelled
Adopted Budget	$0.00
Total Cumulative Obligations	$0.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	
Current Period Expenditures	
	This program assists North Miami Beach Department and

Project Description	residents by having body cameras that can keep the police department and the community transparent.

Project Name: Taser Replacement

Project Identification Number	145510/521520-2
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$51,091.16
Total Cumulative Obligations	$51,091.16
Total Cumulative Expenditures	$51,091.16
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program assists North Miami Beach Police Department by replacing the parts of the taser from wear and tear and/or buying a replacement taser.

Project Name: Body Armor Replacement

Project Identification Number	145510/521520-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	$60,000.00
Total Cumulative Obligations	$60,000.00
Total Cumulative Expenditures	$59,786.12
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program assists North Miami Beach Police Department by officers having the best body armor (vests) to protect themselves from bodily harm.

Project Name: Training Instruction Police

Project Identification Number	145500/521559
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$11,498.26
Total Cumulative Obligations	$11,498.26
Total Cumulative Expenditures	$11,498.26
Current Period Obligations	$0.00
Current Period Expenditures	$0.00

Project Description	This program assists North Miami Beach Police Department and residents to continue to have our officers trained to reduce liability and have the best knowledge of skills when responding to calls for service.

Project Name: Office Furniture

Project Identification Number	145500/521520
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$12,571.45
Total Cumulative Obligations	$12,571.45
Total Cumulative Expenditures	$12,571.45
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program assists North Miami Beach Police Department by updating desk and tables that were furnished when the building was built.

Project Name: Replace K-9

Project Identification Number	145500/521640-3
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$13,500.00
Total Cumulative Obligations	$13,500.00
Total Cumulative Expenditures	$13,500.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Replacement of K-9

Project Name: Police Radios

Project Identification Number	145500/521640-2
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$27,453.55
Total Cumulative Obligations	$27,453.55
Total Cumulative Expenditures	$27,453.55
Current Period Obligations	$0.00
Current Period Expenditures	$0.00

Project Description	This program assists North Miami Beach Police Department Officers by having updated radios to be able to receive dispatched calls for service.

Project Name: Shotspotter Renewal

Project Identification Number	145500/521642-3
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$82,500.00
Total Cumulative Obligations	$82,500.00
Total Cumulative Expenditures	$82,500.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program assists North Miami Beach Police Department by identifying and locate active gun fire within 1 square mile. It helps reduce gun violence in the community and builds trust with the residents.

Project Name: Crime Analytics

Project Identification Number	145500/521642-2
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$34,575.00
Total Cumulative Obligations	$34,575.00
Total Cumulative Expenditures	$34,575.00
Current Period Obligations	$0.00
Current Period Expenditures	$12,675.00
Project Description	This program assists North Miami Beach Police Department Officers and staff to identify trends using the power of artificial intelligence. With the use of that knowledge we will be assign patrols and units to an area of concern.

Project Name: Elevator Replacement Police Department Lobby

Project Identification Number	145500/521620
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$150,000.00
Total Cumulative Obligations	$150,000.00
Total Cumulative Expenditures	$150,000.00

Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program assists North Miami Beach Department and residents who are handicapped or can't use the stairs to reach the second floor. Elevator Replacement PD: This is a much needed facility maintenance project which falls under government services, which states "...Maintain vital public services, even amid declines in revenue resulting from the crisis". This elevator is essential for the operation of government services as well as accessibility by the members of the public that utilize the police department

Project Name: License Plater Reader

Project Identification Number	145500/521640
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$143,597.19
Total Cumulative Obligations	$143,597.19
Total Cumulative Expenditures	$143,597.19
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program assists North Miami Beach Police Department and residents by using new technology to find out when BOLO (be on look out) vehicles are in North Miami Beach looking to commit a crime. It will also capture suspects information when a crime occurs in North Miami Beach and the individual drives by an LPR capturing the tag.

Project Name: NE 154 Street Roadway Improvement

Project Identification Number	145860/539650-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	$399,563.00
Total Cumulative Obligations	$399,563.00
Total Cumulative Expenditures	$380,999.53
Current Period Obligations	$0.00
Current Period Expenditures	$6,964.75
Project Description	Milling and resurfacing of roadway. The is a joint project with water and sewer as well as storm water construction phases. Background: In conjunction with the water and Storm Water utility upgrades, the roadways resurfacing will improve Ne 154st from west Dixie to 21st Avenue.

Project Name: Roadway Resurfacing Projects

Project Identification Number	145860/539650
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	$305,024.00
Total Cumulative Obligations	$305,024.00
Total Cumulative Expenditures	$302,056.92
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Mill and resurface on city roadways as needed.

Project Name: Vactor & Sweeper

Project Identification Number	145860/539640-7
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$567,390.00
Total Cumulative Obligations	$567,390.00
Total Cumulative Expenditures	$567,390.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This allows for the purchase a new VAC truck to provide maintenance required for our infrastructure and will allow the City to address clogged pipes. Due to the pandemic, the amount of maintenance required to our infrastructure increased. The VAC truck will be able to release clogged drains on demand. The sweeper will continue to keep our streets clean for the community.

Project Name: Ballistic Shield Road Patrol

Project Identification Number	145500-521520
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$362,198.10
Total Cumulative Obligations	$362,198.10
Total Cumulative Expenditures	$362,198.10
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program assists North Miami Beach Police Department and residents by responding Officers having the proper equipment to respond to active shooter/gun violence

	incidents.

Project Name: Facilities Air Purifiers

Project Identification Number	145860/539640-6
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	$94,932.47
Total Cumulative Obligations	$94,932.47
Total Cumulative Expenditures	$83,116.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program is to help provide a cleaner and healthier environment in City Facilities, by removing impurities in the air. The AC air is run through UV lights that kill and remove dust and germs as it circulates in the buildings.

Project Name: Operations Center Drainage Improvement

Project Identification Number	145860/539630-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	$152,084.40
Total Cumulative Obligations	$152,084.40
Total Cumulative Expenditures	$105,598.40
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Removal of the two (2) existing catch basins Construction of new drainage system: Demolish 12” thick concrete slab Installation of three (3) new catch basins Installation of 205’ of 24” exfiltration trenches 75’ connection to existing drainage system within the property.

Project Name: Pavement Condition Index (PCI)

Project Identification Number	145860/539630
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$60,000.00
Total Cumulative Obligations	$60,000.00
Total Cumulative Expenditures	$60,000.00
Current Period Obligations	$0.00

Current Period Expenditures	$0.00
Project Description	Assess conditions and prioritize repairs of streets. Several infrastructure improvements have gone unfunded due to other funding priorities and reductions in revenue. This program will provide funding the address the roads and bridges and other facilities that require maintenance and repairs.

Project Name: Two Portable Light Towers

Project Identification Number	145860/539640-5
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$27,541.00
Total Cumulative Obligations	$27,541.00
Total Cumulative Expenditures	$27,541.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Purchase of 2 new light towers (Department 850 currently possesses 2 light towers. These are used regularly at City Events and at night time to provide for safer work environments. 2 more light towers are needed due to high demand for lighting.) With the purchase of these light towers, this project promotes the health and safety of residents and other members of the public that attend City events or City activities at night, promoting a safe environment for all. 6.1 Provision of Government Services

Project Name: One Man Aerial Lift

Project Identification Number	145860/539640-4
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$12,066.00
Total Cumulative Obligations	$12,066.00
Total Cumulative Expenditures	$12,066.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Aerial lift to replace current, old one man lift which has spent months waiting on parts, and replacement parts have become obsolete.

Project Name: Genie Electronic Scissor Lift

Project Identification Number	145860/539640-3
Project Expenditure Category	6-Revenue Replacement

Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$28,000.00
Total Cumulative Obligations	$28,000.00
Total Cumulative Expenditures	$28,000.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This project is to replace out dated equipment that is at the end of its useful life. Parts are no longer available making repairs very difficult. Down time of the equipment increases the cost of projects because of the need to rent equipment, along with delays of completing the tasks.

Project Name: Elevator Compliance Upgrades

Project Identification Number	145860/539620-4
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$63,854.00
Total Cumulative Obligations	$63,854.00
Total Cumulative Expenditures	$63,854.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Elevator compliance upgrades to comply with Miami-Dade County regulations : With the Elevator compliance project in various city facilities, this project allows for the health and safety of government workers as well as members of the public that access our government services through the facilities. Strong Healthy Communities: Neighborhood Features that Promote Health and Safety.

Project Name: AHU Replacement Citywide

Project Identification Number	145860/539640-2
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$189,755.00
Total Cumulative Obligations	$189,755.00
Total Cumulative Expenditures	$189,755.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
	This project covers the replacement of old HVAC units in various city facilities (Budgeting for the replacement of air

Project Description	handling units in the city that are no longer functioning properly). With the replacement of the HVAC units in various city facilities, it promotes the health and safety for government workers as well as members of the public with clean air. Communities: Neighborhood Features that Promote Health and Safety

Project Name: City Wide Exterior Facilities

Project Identification Number	145860/539620-3
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	$538,042.00
Total Cumulative Obligations	$538,042.00
Total Cumulative Expenditures	$482,721.75
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	To replace roof systems that have aged out and can no longer be repaired. The replacement will have a warranty and protect the city assets inside and the building itself. Replacement of existing roofs systems, and to also include any and all current code requirements to bring the facilities up to compliance. The roof systems improvement project of various city facilities is vital to government services as it promotes the health and safety for government workers as well as members of the public with preserving the existing roof structures and allowing government services to continue in a safe manner

Project Name: Police Vehicles

Project Identification Number	145500/521640-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$809,495.36
Total Cumulative Obligations	$809,495.36
Total Cumulative Expenditures	$809,495.36
Current Period Obligations	$0.00
Current Period Expenditures	$53,314.83
Project Description	This program will bring the North Miami Beach Police Department fleet up to par with an Officer never having a car older than 5 years old. Be in compliance with Commission for Florida Law Enforcement Accreditation (CFA). This will keep morale up and be used as a recruiting tool as well to attract the best candidates.

Project Name: Fleet Management Software

Project Identification Number	145212/512642
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$42,026.98
Total Cumulative Obligations	$42,026.98
Total Cumulative Expenditures	$42,026.98
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Fleet management software enables NMB Service Shop to manage activities and schedules for specific tasks related to repairs, preventative maintenance, inventory tracking, asset management, etc) in the management of any or all aspects relating to NMB fleet of vehicles. This program will allow the City to purchase up-to-date software (licenses and subscriptions) to manage activities and schedules for specific tasks related to repairs, preventive maintenance, inventory tracking, asset management, etc. in the management of all aspects relating to NMB fleet of vehicles.

Project Name: Impact Windows

Project Identification Number	145600/571620
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Not Started
Adopted Budget	$330,000.00
Total Cumulative Obligations	$330,000.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Impact Windows and Doors to replace all building openings and provide storm protection to absent or malfunctioning aging shutters. Replace malfunctioning doors. Provide stronger less demanding hurricane protection and quicker recovery for reopening facility to the public. Replace all building openings on an aging building. To provide a secure location and provide storm protection to absent/malfunctioning aging shutters. Provide stronger less demanding hurricane protection and quicker recovery for reopening facilities to the public. This project is pivotal for the community especially during the pandemic.

Project Name: RFID-Implement Self Checkout

Project Identification Number	145600/571642
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services

Status To Completion	Completed
Adopted Budget	$12,756.35
Total Cumulative Obligations	$12,756.35
Total Cumulative Expenditures	$12,756.35
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Due to the pandemic, we have been attempting to provide a more convenient way to help residents to work effectively without a considerable amount of interaction. This program will allow the City to purchase equipment that will enable the City to electronically process items quicker.

Project Name: Bathroom Remodel

Project Identification Number	145600/57120
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	$100,000.00
Total Cumulative Obligations	$100,000.00
Total Cumulative Expenditures	$72,610.50
Current Period Obligations	$0.00
Current Period Expenditures	$22,985.00
Project Description	DA and Family Bathroom Remodel. Gut bathrooms to create a Children's bathroom accessible from the Children's Room. Create Bathroom that is a family bathroom. Create an ADA approved bathroom. Provide general stalls that are enclosed to the floor to ensure for privacy regardless of user.

Project Name: Lap Top Self Check Out

Project Identification Number	145600/571642-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$14,250.00
Total Cumulative Obligations	$14,250.00
Total Cumulative Expenditures	$14,250.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	- Due to the pandemic, we have been attempting to provide a more convenient way to help residents to work effectively without a considerable amount of interaction. This program will allow the City to purchase equipment that will enable the City to electronically process items quicker. This will also provide residents access to technology and provide

	equitable use of technology initiatives that are promoted during catastrophic responses.

Project Name: Book Scanner for Historic Reading

Project Identification Number	145600571642-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$31,350.00
Total Cumulative Obligations	$31,350.00
Total Cumulative Expenditures	$31,350.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Purchase of scanner Book Eye 4 large platform. Set up, training, software and Purchase of storage for data for book digitization. Digitization is part of the library's mission to provide access and preserve the history of North Miami Beach. This program will allow the purchasing of scanner, Bookeye 4, large platform and will preserve all of the historical and cultural heritage of the community. This will include setting up equipment, training, software and the purchase of data storage for book digitization.

Project Name: Generator

Project Identification Number	145600/571640
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed less than 50%
Adopted Budget	$57,330.00
Total Cumulative Obligations	$57,330.00
Total Cumulative Expenditures	$6,255.50
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	his program will provide the funding to address the facilities that require maintenance and repairs. It would be detrimental to the residents for the Library to be closed during a pandemic or a disaster. During the Pandemic the Library was providing online programs within 4 days of the declared emergency. The Library provided service to the students when schools did not reopen so they would have a place to be and provide connectivity. The library provided SNAP recovery Services.

	During 2005 and the unnamed storm without power the library was still a recovery place for the community as we took over water distribution, providing hot-spot internet access and FEMA applications for 3 to 6 months.

Project Name: Ice Machine

Project Identification Number	145710/572640-4
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$14,497.50
Total Cumulative Obligations	$14,497.50
Total Cumulative Expenditures	$14,497.50
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program is to purchase new ice machines at two parks and recreation locations to support and enhance community recreation programming

Project Name: 4-Doggie Station

Project Identification Number	145721/519520-2
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$2,290.20
Total Cumulative Obligations	$2,290.20
Total Cumulative Expenditures	$2,290.20
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program allows for the addition of new doggie stations at public facilities providing public services and better community experience.

Project Name: Buffer Stripper Purchase

Project Identification Number	145721/519520-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$1,866.80
Total Cumulative Obligations	$1,866.80
Total Cumulative Expenditures	$1,866.80
Current Period Obligations	$0.00

Current Period Expenditures	$0.00
Project Description	This program will allow for continual beautification of Park Facilities

Project Name: Playground Surfacing Recoating

Project Identification Number	145721/519650
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$9,703.72
Total Cumulative Obligations	$9,703.72
Total Cumulative Expenditures	$9,703.72
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program assists with the maintenance recoating of the playground pour in place safety surfacing

Project Name: Furniture, TV, Electronics

Project Identification Number	145714/569520
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$5,225.00
Total Cumulative Obligations	$5,225.00
Total Cumulative Expenditures	$5,225.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program will allow for the creation of a teen area at YES Center

Project Name: Replace Pool Pumps

Project Identification Number	145712/572640-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	$9,431.71
Total Cumulative Obligations	$9,431.71
Total Cumulative Expenditures	$5,781.67
Current Period Obligations	$0.00
Current Period Expenditures	$0.00

Project Description	This program will allow for a continuous operation of Victory pool

Project Name: Playground Parts, Deck Equipment

Project Identification Number	145712/572640
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$24,710.46
Total Cumulative Obligations	$24,710.46
Total Cumulative Expenditures	$24,710.46
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program will allow for the replacement of needed playground equipment parts throughout the city

Project Name: Victory Pool Deck Furniture

Project Identification Number	145710/572520
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$9,545.75
Total Cumulative Obligations	$9,545.75
Total Cumulative Expenditures	$9,545.75
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program assists with the upgrading of pool deck furniture and lifeguard stands at Victory Pool

Project Name: Bus Purchase

Project Identification Number	145710/572640-3
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$119,402.00
Total Cumulative Obligations	$119,402.00
Total Cumulative Expenditures	$119,402.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Purchase of bus for Parks and Rec Department programs and activities to include pick up of youth and seniors

Project Name: Park Restoration(Arbor Day)

Project Identification Number	145710/572630-6
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$65,678.40
Total Cumulative Obligations	$65,678.40
Total Cumulative Expenditures	$65,678.40
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Yearly Arbor Day project to create, spruce up, renovate a park or area through the Beautification Committee. Program to renovate park areas that benefit low and moderate income areas through eliminating blight and enhancing beautification through new park amenities and landscape features and also include pathway for ADA accessibility.

Project Name: Taylor Park Aqua/Bowl

Project Identification Number	145710/572630-5
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$14,000.00
Total Cumulative Obligations	$14,000.00
Total Cumulative Expenditures	$14,000.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Repair/replace fountain at Taylor Park Aqua Bowl. Current water feature fountain is inoperable

Project Name: Challenger Park Shade Structure

Project Identification Number	145710/572630-4
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$17,280.00
Total Cumulative Obligations	$17,280.00
Total Cumulative Expenditures	$17,270.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00

Project Description	Replacement of large pavilion at Challenger Park. Roof is deteriorating and cannot be repaired

Project Name: SIMS Aquatic Center Little Lagon

Project Identification Number	145860/539620-2
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Cancelled
Adopted Budget	$0.00
Total Cumulative Obligations	$0.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	
Current Period Expenditures	
Project Description	Replacement equipment for the Little Lagoon water playground structure at Victory Pool. Current equipment is rusting.

Project Name: Sims Aquatic Center New Outdoor

Project Identification Number	145710/572620
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$4,596.20
Total Cumulative Obligations	$4,596.20
Total Cumulative Expenditures	$4,596.20
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Replacement of a required outdoor pool shower and foot wash that patrons use prior to entering the pool.

Project Name: Highland Village Splashpad Design

Project Identification Number	145710/572630-3
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Cancelled
Adopted Budget	$0.00
Total Cumulative Obligations	$0.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	
Current Period Expenditures	
Project Description	Splashpad at Highland Village Community Center

Project Name: Food Distribution

Project Identification Number	145710-0000
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$19,190.79
Total Cumulative Obligations	$19,190.79
Total Cumulative Expenditures	$19,190.79
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Food distributions to benefit NMB residents facing food insecurity

Project Name: Littman Theater Overhead Stage

Project Identification Number	145710/572640-2
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$34,998.00
Total Cumulative Obligations	$34,998.00
Total Cumulative Expenditures	$34,998.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Replacement of speakers over the stage at the Littman Theater to provide a better sound and experience for the patrons.

Project Name: Victory Park Pool Replacement

Project Identification Number	145710/572640-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$29,293.00
Total Cumulative Obligations	$29,293.00
Total Cumulative Expenditures	$29,293.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program assists with the upgrading of pool deck furniture and lifeguard stands at Victory Pool

Project Name: Housing Analysis Report

Project Identification Number	145280/515310-5
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Cancelled
Adopted Budget	$0.00
Total Cumulative Obligations	$0.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	
Current Period Expenditures	
Project Description	This program assists North Miami Beach with analysis of the housing stock of the city and will help to identify strategies to address housing crises.

Project Name: Mischon Park - Phase II Per Master Plan

Project Identification Number	145710/572630-2
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	$137,392.13
Total Cumulative Obligations	$137,392.13
Total Cumulative Expenditures	$136,187.09
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	(Restroom/Concession Upgrade, Batting Cage, Walking Path Connectivity, Maintenance Storage Building, Close Driveway And Open With New Green Space, Pavilions, Install Outdoor Security Cameras,)

Project Name: Rapid Transit Zone County RQM

Project Identification Number	145280-515310-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$49,210.00
Total Cumulative Obligations	$49,210.00
Total Cumulative Expenditures	$49,210.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
	This program assists North Miami Beach in meeting the Miami-Dade County's mandated deadline for addressing the

Project Description	Rapid Transit Zone, which extends from the rail line and proposed SMART plan stations, by June 2024, or face preemption regulations by the County.

Project Name: Septic to Sewer Conversion

Project Identification Number	145900/533630
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	$400,000.00
Total Cumulative Obligations	$400,000.00
Total Cumulative Expenditures	$299,263.60
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	To assist residents with septic to sewer conversion

Project Name: Mental Health Workshop

Project Identification Number	145500-521397
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$43,252.26
Total Cumulative Obligations	$43,252.26
Total Cumulative Expenditures	$43,252.26
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program is designed to bring awareness to mental health concerns in police officers and civilians' employees, facilitating forms, activities, or incentive programs gear around mental health.

Project Name: Washington Design and Construction

Project Identification Number	145860-539620 & 640
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$807,019.24
Total Cumulative Obligations	$807,019.24
Total Cumulative Expenditures	$807,019.24
Current Period Obligations	$0.00
Current Period Expenditures	$0.00

Project Description	This project will include the construction of Washington Park and additional improvements to other park facilities. This program will also purchase and install a bus shelter to enhance the passengers' riding experience and, most importantly, protect them from natural elements like sun, rain, and wind.

Project Name: Mental Health Workshops

Project Identification Number	145500-521396
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$23,092.26
Total Cumulative Obligations	$23,092.26
Total Cumulative Expenditures	$23,092.26
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program is designed to bring awareness to mental health concerns in police officers and civilians' employees, facilitating forms, activities, or incentive programs gear around mental health.
Does this project include a capital expenditure?	No
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	This program is designed to bring awareness to mental health concerns in police officers and civilians' employees, facilitating forms, activities, or incentive programs gear around mental health.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	This program is designed to bring awareness to mental health concerns in police officers and civilians' employees, facilitating forms, activities, or incentive programs gear around mental health impact of COVID-19

Project Name: Business Grant Assistance

Project Identification Number	145280-515821
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$312,000.00
Total Cumulative Obligations	$312,000.00
Total Cumulative Expenditures	$312,000.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program will assist local North Miami Beach businesses to alleviate job loss caused by business closures related to social economic disturbances caused by the COVID-19 Pandemic by providing short-term working capital assistance to operations to enable retention. Program

	was reduced to $ 2,000.00 per business effective 10/01/2023 to assist more businesses.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	8 Imp SBs that experienced a negative economic impact
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	This program provides eligible for-profit business owners within the City of North Miami Beach with a one-time grant award in an amount not to exceed $5,000. The grant award must be used to cover certain expenditures that allow businesses to remain viable and operational. The goal of this program is to assist small businesses that experienced a loss or reduction in revenue as a result of the COVID-19 pandemic.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	The grant award must be used to cover certain expenditures that allowed businesses to remain viable and operational. The goal of this program is to assist small businesses that experienced a loss or reduction in revenue as a result of the COVID-19 pandemic. Program criteria will help ensure that the response is reasonable and proportional to a public health or negative economic impact of Covid-19.
Number of small businesses served (by program if recipient establishes multiple separate small businesses assistance programs)	66

Project Name: Home Rehabilitation

Project Identification Number	145280-515468
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	$548,944.94
Total Cumulative Obligations	$548,944.94
Total Cumulative Expenditures	$492,294.94
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program will allow approved homeowners to receive funding to replace windows, doors, and roofs to make the homes energy efficient and sustainable. Retrofitting these homes with quality resources will allow the windows, doors and, roofs to last longer and allow the home to be more efficient with energy.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	2 Imp Low or moderate income HHs or populations
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	The Home Rehabilitation Program is designed to provide financial assistance to homeowners to address and repair items that compromise the life, health, and/or safety of the household.
	Households must meet gross annual income requirement, not exceeding 80% of the Area Median Income ("AMI") limits

Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	established by the U.S. Department of Housing and Urban Development ("HUD") for the jurisdiction of North Miami Beach, FL. The applicable low-income limits for determining program eligibility are published by HUD in the Federal Register and are updated annually.

Project Name: Assessments and Studies

Project Identification Number	145280-515310
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Cancelled
Adopted Budget	$0.00
Total Cumulative Obligations	$0.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	
Current Period Expenditures	
Project Description	This project included a literature review, data collection, climatological impact analysis and preliminary adaptation planning efforts for critical citywide assets. Renewable studies identify ways to produce renewable energy. Parking study to identify the location, use, and adequacy of existing parking facilities. Water conservation study to ensure the availability of water for future generations.

Project Name: We Care-Utility Assistance to Residents

Project Identification Number	145916-533480
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$29,557.70
Total Cumulative Obligations	$29,557.70
Total Cumulative Expenditures	$29,557.70
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	The City of North Miami Beach will offer customers assistance for hardship-related inability to pay utility bills.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Many customers have been negatively affected by COVID-19, from losing their jobs to contracting the virus themselves, causing them not to pay their utility bills.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or	The City of North Miami Beach will offer customers assistance for hardship-related inability to pay utility bills. Many customers have been negatively affected

negative economic impact of Covid-19	by COVID-19, from losing their jobs to contracting the virus themselves, causing them not to pay their utility bills.
Number of households served (by program if recipient establishes multiple separate household assistance programs)	59

Project Name: Sanitation Services

Project Identification Number	145200-581915
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$1,174,621.00
Total Cumulative Obligations	$1,174,621.00
Total Cumulative Expenditures	$1,174,621.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	The City of North Miami Beach provides a full range of municipal services for its citizens. These include sanitation services.

Project Name: Public Safety Payroll

Project Identification Number	145200-581910
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$1,101,000.00
Total Cumulative Obligations	$1,101,000.00
Total Cumulative Expenditures	$1,101,000.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	The City of North Miami Beach provides a full range of municipal services for its citizens. These include public safety (Police and Fire protection)

Project Name: Public Outreach

Project Identification Number	145200-512480 Public Outr
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$77,124.74
Total Cumulative Obligations	$77,124.74
Total Cumulative Expenditures	$77,124.74

Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program will inform and educate the public about all of the various programs and services we provide to assist residents and local businesses in North Miami Beach.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	This program will inform and educate the public about all of the various programs and services we provide to assist residents and local businesses in North Miami Beach. This public outreach campaign will allow the City to advertise through available media platforms to reach as many residents as possible, including flyers, direct mailings, email marketing, radio ads, and broadcasts. This program will focus on Outreach and Education.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	This program will inform and educate the public about all of the various programs and services we provide to assist residents and local businesses in North Miami Beach. This public outreach campaign will allow the City to advertise through available media platforms to reach as many residents as possible, including flyers, direct mailings, email marketing, radio ads, and broadcasts. This program will focus on Outreach and Education.

Project Name: At Home Test Kits

Project Identification Number	145200-512520
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$24,999.99
Total Cumulative Obligations	$24,999.99
Total Cumulative Expenditures	$24,999.99
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	During the peak of the Delta variant there was a need for at-home testing kits, and the public and staff were unsuccessful in obtaining the testing kits. Per the direction of the City Manager, a total of 2,074 COVID-19 at-home testing kits were purchased Approximately, 1,074 at-home testing kits in total have been distributed to the public and City staff via the City Commission, the Library, and the Human Resources Department. Approximately 1,000 at-home testing kits remain and are stored in the City Manager's Office to be distributed during Summer 2022. Note that all at-home testing kits must be provided to the public or staff on or before the expiration date of September 2022.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted	

population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	During the peak of the Delta variant there was a need for at-home testing kits, and the public and staff were unsuccessful in obtaining the testing kits. Per the direction of the City Manager, a total of 2,074 COVID-19 at-home testing kits were purchased Approximately, 1,074 at-home testing kits in total have been distributed to the public and City staff via the City Commission, the Library, and the Human Resources Department. Approximately 1,000 at-home testing kits remain and are stored in the
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	During the peak of the Delta variant there was a need for at-home testing kits, and the public and staff were unsuccessful in obtaining the testing kits. Per the direction of the City Manager, a total of 2,074 COVID-19 at-home testing kits were purchased Approximately, 1,074 at-home testing kits in total have been distributed to the public and City staff via the City Commission, the Library, and the Human Resources Department. Approximately 1,000 at-home testing kits remain and are stored in the

Project Name: Community Engagement

Project Identification Number	145200-512480 Comm Engage
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$88,422.96
Total Cumulative Obligations	$88,422.96
Total Cumulative Expenditures	$88,422.96
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program will allow community engagement to ensure the community members gain access to valued social settings and activities, feel that they are able to contribute meaningfully to those activities, and develop functional capabilities that enable them to participate fully.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Purchase of materials, gift cards and other operation expenses necessary to run the program.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	We activated several programs to allow residents to participate in COVID-19 friendly activities.
Number of households served (by program if recipient establishes multiple separate household assistance programs)	255

Project Name: Grocery Gift Card Distribution Program

Project Identification Number	145200-512480 Gift Cards

Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$166,414.08
Total Cumulative Obligations	$166,414.08
Total Cumulative Expenditures	$166,414.08
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program will allow residents living in the City to obtain this grocery gift card to make grocery and household items.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	This program will allow residents living in the City to obtain this grocery gift card to make grocery and household items.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	The COVID-19 pandemic negatively many residents in the NMB community, to mitigate further social economic impact as a result of COVID-19 the City provides gift cards to purchase meals to those families in need.
Number of households served (by program if recipient establishes multiple separate household assistance programs)	855

Project Name: Turkey Distribution Program

Project Identification Number	145200-512480 Turkey Dist
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$29,967.64
Total Cumulative Obligations	$29,967.64
Total Cumulative Expenditures	$29,967.64
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	This program will distribute Turkeys during the Thanksgiving holidays to residents living in the City. This includes the logistics, operations and material necessary to distribute the turkeys.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	This program will distribute Turkeys during the Thanksgiving holidays to residents living in the City.
	The COVID-19 pandemic negatively many residents in the

Brief description of recipient’s approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	NMB community, to mitigate further social economic impact as a result of COVID-19 the City provides meals to those families in need.
Number of households served (by program if recipient establishes multiple separate household assistance programs)	1,000

Project Name: Technology Improvements

Project Identification Number	145212
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	$792,846.60
Total Cumulative Obligations	$792,846.60
Total Cumulative Expenditures	$768,493.44
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	With the advent of COVID-19, it has become apparent that organizations need to scale their operations to support both mobile and remote workers. This project will completely move citywide email services and applications that we use every day to a cloud-based platform, thus ensuring connectivity, redundancy, and disaster recovery by hosting our data on multiple servers across the Country. In the case of reliability, all email accounts would be managed and accessible approximately 99.99% of the time. This program will also allow the City to purchase up-to-date electronics, including hardware (computers and tablets) and Software (licenses and subscriptions) The Docusign solution will enable the City to electronically process contracts, grants, new hire employees agreements, supplier agreements, and everyday documents. Executime is a system that allows all departments to have their hourly employees clock in and out to a device that reconciles employees' time tracking. Which, in return, will produce a report to assist the payroll department.

Project Name: VAC Truck Purchase

Project Identification Number	145900-533640
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$275,000.00
Total Cumulative Obligations	$275,000.00
Total Cumulative Expenditures	$275,000.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
	The NMBWater Department request to purchase a new

Project Description	combination Vac truck. Due to the pandemic,the amount of maintenance required to our infrastructure increased. Due to the pandemic, more people are home or working from home which resulted in increased back ups. An assessment and extensive research indicates cooking oil is being introduced into the filter system. The Vac truck will be able to release clogged drains on demand.
Projected/actual construction start date	4/26/2022
Projected/actual initiation of operations date	4/27/2022
Location Type(for broadband, geospatial location data)	Address
Location Details	North Miami Beach
Public Water System (PWS) ID Number	12222
National Pollutant Discharge Elimination System (NPDES) Permit Number	12222
Median Household Income of service area	$40,000.00
Lowest Quintile Income of the service area	$35,000.00

Project Name: Job Training Programs/Certificates

Project Identification Number	145500-521559
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Cancelled
Adopted Budget	$0.00
Total Cumulative Obligations	$0.00
Total Cumulative Expenditures	$0.00
Current Period Obligations	
Current Period Expenditures	
Project Description	Police Academy Training for two certified trained police officers including tuition, uniforms and books.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Police Academy Training for two certified trained police officers including tuition, uniforms and books.
Brief description of recipient’s approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Police Academy Training for two certified trained police officers including tuition, uniforms and books.

Project Name: Critical Infrastructure

Project Identification Number	145860-539630
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed

Adopted Budget	$227,810.00
Total Cumulative Obligations	$227,810.00
Total Cumulative Expenditures	$227,810.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Several infrastructure improvements have gone unfunded due to other funding priorities and reductions in revenue. This program will provide funding the address the roads and bridges and other facilities that require maintenance and repairs.

Project Name: Senior Facility

Project Identification Number	145710-572610/572620
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed less than 50%
Adopted Budget	$210,197.16
Total Cumulative Obligations	$210,197.16
Total Cumulative Expenditures	$90,663.78
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Design and construction Senior Citizens facility (includes bus purchase)

Project Name: Financial Literacy Courses/Sessions

Project Identification Number	145600-571480
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$19,847.98
Total Cumulative Obligations	$19,847.98
Total Cumulative Expenditures	$19,847.98
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	One of the significant deficiencies affecting our community is the overall lack of financial literacy. Not understanding fundamental topics such as managing debt, saving and investing, 401k and IRA investing for retirement, and the dangers of credit card debt, create generational wealth gaps and keep families from getting ahead. This program will provide much-needed information that will form the foundation needed to reduce poverty and improve the financial health of our residents.

Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	This program will provide much-needed information that will form the foundation needed to reduce poverty and improve the financial health of our residents.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	This program will provide much-needed information that will form the foundation needed to reduce poverty and improve the financial health of our residents.

Project Name: Mortgage & Rental Assistance

Project Identification Number	145280-515482
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	$196,400.00
Total Cumulative Obligations	$196,400.00
Total Cumulative Expenditures	$196,400.00
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Assist for homeowners and renters that are experiencing difficulties paying their mortgage or rent. This program benefits the residents who reside on North Miami Beach by preventing foreclosures or eviction and keeping both tenants and homeowners in their homes
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	2 Imp Low or moderate income HHs or populations
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Assist for homeowners and renters that are experiencing difficulties paying their mortgage or rent. This program benefits the residents who reside on North Miami Beach by preventing foreclosures or eviction and keeping both tenants and homeowners in their homes
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	This program benefits the residents who reside in North Miami Beach by preventing foreclosures or eviction and keeping both tenants and homeowners in their homes.
Number of households served (by program if recipient establishes multiple separate household assistance programs)	86

Project Name: Human Services Programs

Project Identification Number	145200-512480-1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed

Adopted Budget	$259,748.75
Total Cumulative Obligations	$259,748.75
Total Cumulative Expenditures	$259,748.75
Current Period Obligations	$0.00
Current Period Expenditures	$0.00
Project Description	Social assistance programs designed to administered to residents and constituents of North Miami Beach. These programs are geared towards assisting all North Miami Beach residents and constituents overcome adversity provide resources to empower recipients to reach their full potential. These programs are designed to contribute to the welfare and promote happiness by delivering a broad range of help and support to individuals and families.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	These programs are geared towards assisting all North Miami Beach residents and help constituents overcome adversity provide resources to empower recipients to reach their full potential. These programs are designed to contribute to the welfare and promote happiness by delivering a broad range of help and support to individuals and families.
Brief description of recipient’s approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	These programs are geared towards assisting all North Miami Beach residents and constituents overcome adversity.

Report

Revenue Replacement

Is your jurisdiction electing to use the standard allowance of up to $10 million, not to exceed your total award allocation, for identifying revenue loss?	No
Base Year General Revenue	$42,925,792.03
Growth Adjustment Used	9.10%
Base Year Fiscal Year End Date	9/30/2019
Total Estimated Revenue Loss	$23,360,652.13
Are you reporting Actual General Revenue using calendar year or fiscal year?	Fiscal Year

2020

Actual General Revenue	$43,886,377.87
Estimated Revenue Loss Due to Covid-19 Public Health Emergency	$3,976,549.30
Were Fiscal Recovery Funds used to make a deposit into a pension fund?	No
Please provide an explanation of how revenue replacement funds were allocated to government services	Revenue Replacement Funds from the American Rescue Plan Act (ARPA) were allocated to support essential government services impacted by revenue losses due to the COVID-19 pandemic. These funds were transferred from ARPA Fund 145 to General Fund 010 to ensure continuity of operations and maintain critical public services. Specifically, the funds were used to offset expenditures that would have otherwise been covered by the General Fund, allowing the City to sustain key functions such as public safety, infrastructure maintenance, and administrative operations. This strategic allocation helped mitigate financial shortfalls, ensuring that service levels remained unaffected while adhering to ARPA guideline

2021

Actual General Revenue	$48,078,705.19
Estimated Revenue Loss Due to Covid-19 Public Health Emergency	$4,139,748.35
Were Fiscal Recovery Funds used to make a deposit into a pension fund?	No
	The Revenue Replacement Funds from the American Rescue Plan Act (ARPA) were allocated to support essential government services impacted by revenue losses due to the COVID-19 pandemic. These funds were transferred from ARPA Fund 145 to General Fund 010 to ensure continuity of operations and maintain critical public

Please provide an explanation of how revenue replacement funds were allocated to government services	services. Specifically, the funds were used to offset expenditures that would have otherwise been covered by the General Fund, allowing the City to sustain key functions such as public safety, infrastructure maintenance, and administrative operations. This strategic allocation helped mitigate financial shortfalls, ensuring that service levels remained unaffected while adhering to ARPA guideline

2022

Actual General Revenue	$49,802,843.12
Estimated Revenue Loss Due to Covid-19 Public Health Emergency	$7,167,489.69
Were Fiscal Recovery Funds used to make a deposit into a pension fund?	No
Please provide an explanation of how revenue replacement funds were allocated to government services	The Revenue Replacement Funds from the American Rescue Plan Act (ARPA) were allocated to support essential government services impacted by revenue losses due to the COVID-19 pandemic. These funds were transferred from ARPA Fund 145 to General Fund 010 to ensure continuity of operations and maintain critical public services. Specifically, the funds were used to offset expenditures that would have otherwise been covered by the General Fund, allowing the City to sustain key functions such as public safety, infrastructure maintenance, and administrative operations. This strategic allocation helped mitigate financial shortfalls, ensuring that service levels remained unaffected while adhering to ARPA guideline

2023

Actual General Revenue	$54,077,768.31
Estimated Revenue Loss Due to Covid-19 Public Health Emergency	$8,076,864.79
Were Fiscal Recovery Funds used to make a deposit into a pension fund?	No
Please provide an explanation of how revenue replacement funds were allocated to government services	The Revenue Replacement Funds from the American Rescue Plan Act (ARPA) were allocated to support essential government services impacted by revenue losses due to the COVID-19 pandemic. These funds were transferred from ARPA Fund 145 to General Fund 010 to ensure continuity of operations and maintain critical public services. Specifically, the funds were used to offset expenditures that would have otherwise been covered by the General Fund, allowing the City to sustain key functions such as public safety, infrastructure maintenance, and administrative

	operations. This strategic allocation helped mitigate financial shortfalls, ensuring that service levels remained unaffected while adhering to ARPA guideline

Ineligible Activities: Tax Offset Provision

Do you have revenue-reducing covered change(s) to report for the requested fiscal year and for future fiscal years?	No

Baseline Revenue and De Minimis Threshold (2023)

Total Value of Revenue-Reducing Covered Change	$0.00
Enter Baseline Revenue	
De Minimis Threshold	$0.00
Aggregate value of the Revenue-Reducing Covered Change(s) for the requested fiscal year as a percentage of Baseline Revenue	

Actual Tax Revenue and Reduction in Net Tax Revenue (2023)

Baseline Revenue	
Actual Tax Revenue	
Reduction in Net Tax Revenue: Baseline Revenue minus Actual Tax Revenue	$0.00

Overview

Total Obligations	$21,557,242.00
Total Expenditures	$16,515,120.44
Total Adopted Budget	$21,557,242.00
Total Number of Projects	115
Total Number of Subawards	0
Total Number of Expenditures	0
Total Program Income Earned	$0.00
Total Program Income Expended	$0.00

Have you expended $750,000 or more in federal award funds during your most recently completed fiscal year?	No

Certification

Authorized Representative Name	Sheron Stewart
Authorized Representative Telephone	
Authorized Representative Title	Budget Administrator
Authorized Representative Email	sheron.stewart@citynmb.com
Submission Date	1/30/2026 6:43 PM